



Securing Your World

Presented To:

Purchasing Division-State of West Virginia
Tara Lyle

Solicitation Number: SECSVS14

05/01/14 01:05:07PM
West Virginia Purchasing Division

Presented By:
G4S Secure Solutions (USA) Inc.

James Mullins, Business Development

Call: 304-550-8719 Email: james.mullins@usa.g4s.com

www.g4s.com/us



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

Solicitation

NUMBER
SECSVS14

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE
304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

RFQ COPY

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

SHIP TO

DATE PRINTED

03/27/2014

BID OPENING DATE: 04/23/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		990-46		
GUARD AND SECURITY SERVICES						
BLANKET OPEN-END STATEWIDE CONTRACT						
THE PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO PROVIDE SECURITY GUARD SERVICES TO WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.						
ATTACHMENTS INCLUDE:						
1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS						
2. GENERAL TERMS AND CONDITIONS						
3. SECSVS14 SPECIFICATIONS						
4. CERTIFICATION AND SIGNATURE PAGE						
5. PURCHASING AFFIDAVIT						
6. RESIDENT VENDOR PREFERENCE FORM (RVP)						
***** THIS IS THE END OF RFQ SECSVS14 ***** TOTAL:						\$1,127501.

SIGNATURE

TELEPHONE

304-727-4608

DATE

4/24/2014

TITLE

General Manager

FEIN

59-0857245

ADDRESS CHANGES TO BE NOTED ABOVE

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.



A pre-bid meeting will not be held prior to bid opening.



A NON-MANDATORY PRE-BID meeting will be held at the following place and time:



A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: April 11, 2014 at 5:00 pm

Submit Questions to: Tara Lyle, File 32

2019 Washington Street, East
Charleston, WV 25305

Fax: 304-558-4115

Email: Tara.L.Lyle@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____

SOLICITATION NO.: _____

BID OPENING DATE: _____

BID OPENING TIME: _____

FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical
☒ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: April 23, 2014 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:



Term Contract

Initial Contract Term: This Contract becomes effective on award

and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.



Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- ☒ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- ☒ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:
- ☒ **Commercial General Liability Insurance:**
\$1,000,000.00 ☒ or more.
 - ☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
 - ☒ **Employers Liability & Occupational Disease Liability**
 - ☒ **False arrest Insurance** in the amount of \$5,000,000 per incident
 - ☐
 - ☐
 - ☐

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- ☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐
☐
☐
☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount
\$100.00 per day for failure to meet requirements in specifications

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority-owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
31. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
32. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
33. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
34. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
36. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

39. CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. 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 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 Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose 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, 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.

- 46. 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 and hour laws.

47. **PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
48. **ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
49. **CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
50. **REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
51. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304)558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

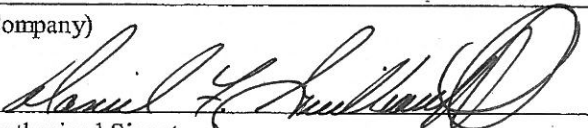
All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

G4S Secure Solutions USA Inc.

(Company)


(Authorized Signature)

General Manager

(Representative Name, Title)

304-727-4608

(Phone Number)

304-727-4198

(Fax Number)

4/24/2014

(Date)

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

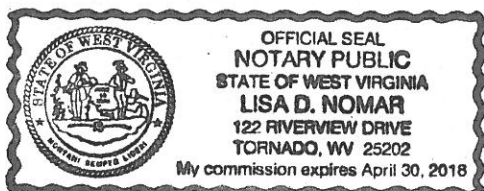
AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: G4S Secure Solutions USA Inc.Authorized Signature: [Signature] Date: 4/24/2014State of West VirginiaCounty of Kanawha, to-wit:Taken, subscribed, and sworn to before me this 24th day of April, 2014My Commission expires April 30th, 2018

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 07/01/2012)



Rev. 07/12

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.
7. ☐ Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.
☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: G4S Secure Solutions USA Inc.

Signed: 

Date: 4/24/2014

Title: General Manager

BID BOND PREPARATION INSTRUCTIONS

 AGENCY (A)
 RFQ/RFP# (B)

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
- (B) Request for Quotation Number (upper right corner of page #1)
- (C) Your Business Entity Name (or Individual Name if Sole Proprietor)
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety's Principal Office
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in numbers
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Business Entity (or Individual Name if Sole Proprietor)
- (R) Seal of Principal
- (S) Signature of President, Vice President, or Authorized Agent
- (T) Title of Person Signing for Principal
- (U) Seal of Surety
- (V) Name of Surety
- (W) Signature of Attorney in Fact of the Surety

NOTE 1: Dated Power of Attorney with Surety Seal must accompany this bid bond.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____ (C) of _____ (D), _____ (E) as Principal, and _____ (F) of _____ (G), _____ (H), a corporation organized and existing under the laws of the State of _____ (I) with its principal office in the City of _____ (J), as Surety, are held and firmly bound unto The State of West Virginia, as Oblige, in the penal sum of _____ (K) (\$ _____ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for _____

_____ (M)

NOW THEREFORE

(a) If said bid shall be rejected, or

(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Oblige may accept such bid; and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the _____ (N) day of _____ (O), 20____ (P).

Principal Seal

(R)

 _____ (Q)
 (Name of Principal)

 By _____ (S)
 (Must be President, Vice President, or
 Duly Authorized Agent)

 _____ (T)
 Title

Surety Seal

(U)

 _____ (V)
 (Name of Surety)

 _____ (W)
 Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, G4S Secure Solutions USA Inc.
of Jupiter, Florida, as Principal, and Liberty Mutual Insurance
Co. of Boston, MA, a corporation organized and existing under the laws of the State of MA
MA with its principal office in the City of Boston, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of 5% of Total Bid (\$ \$56,375.05) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Providing security for the state facilities, and properties throughout the State of West Virginia

NOW THEREFORE,

- (a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Oblige may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 24 day of April, 20 14.

Principal Seal Attached to RFQ

G4S Secure Solutions USA Inc.

(Name of Principal)

By Michael Hogsten(Must be President, Vice President, or
Duly Authorized Agent)Asst. Secretary

(Title)

Surety Seal Attached to RFQ

Liberty Mutual Insurance Company

(Name of Surety)

Claudette Alexander Hunt

Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.



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

Solicitation

NUMBER
SECSVS14

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE 304-558-2544

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

V
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D
O
R

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

S
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P
T
O

DATE PRINTED
03/27/2014

BID OPENING DATE: 04/23/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
SEE ATTACHED PAGES.						
END OF ADDENDUM NO. 1						
0001	1	LS		990-46		
GUARD AND SECURITY SERVICES						
***** THIS IS THE END OF RFQ SECSVS14 ***** TOTAL:						\$1,127501.

SIGNATURE	TELEPHONE	DATE
	304-727-4608	4/24/2014
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
General Manager	59-0857245	

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

SOLICITATION NUMBER: SECSVS14**Addendum Number: 1**

The purpose of this addendum is to modify the solicitation identified as SECSVS14 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☒ Other

Description of Modification to Solicitation:

1. To provide the specifications and pricing pages inadvertently omitted from the solicitation.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION
SECSVS14 – Security Guard Services

000003

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** 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:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 **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.

2.2 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3, Subsection 1 below.

2.3 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.

2.4 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as SECSVS14.

2.5 **“State”** 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.

3. **GENERAL REQUIREMENTS:**

3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 **SECURITY GUARD SERVICES**

3.1.1.1 **VENDOR QUALIFICATIONS/REFERENCES:**

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

REQUEST FOR QUOTATION
SECSVS14 – Security Guard Services

000004

-
- a. Must have been in an operating business entity since January 1, 2010
 - b. Must have provided security services as described herein since January 1, 2010
 - 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 August 1, 2012.

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

3.1.2 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.

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.

REQUEST FOR QUOTATION
SECSVS14 – Security Guard Services

000005

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.

3.1.3 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.

3.1.4 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.

3.1.5 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

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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.

3.1.6 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.
- i. Any incident in which procedures governing the safe and orderly operation of the site are violated.

3.1.6.1 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.

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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.

3.1.6.2 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.

3.1.6.3 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.

3.1.7 SECURITY GUARD REQUIREMENTS

3.1.7.1 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.

3.1.7.2 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)

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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.

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.

3.1.7.3 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)

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- 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 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

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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)*

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.

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3.1.8 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 Agency's 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.

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:

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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

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

3.1.9 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.

3.1.10 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

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- 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

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.

3.1.11 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)

3.1.12 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.

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3.1.13 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.

3.1.14 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.

3.1.15 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.**

3.1.16 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

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- 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.

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 mustache 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

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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.

3.1.17 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.

3.1.18 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

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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.

3.1.19 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.

3.1.20 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.

4 CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to into four (4) geographical regions defined on the pricing pages to the Vendors that provide the Contract Items meeting the required specifications for the lowest overall total cost per region as shown on the Pricing Pages. Vendors must indicate on the pricing pages the regions for which you are bidding to supply to the Contract Items.

- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by providing an hourly billing rate for each Guard Classification and then multiplying the hourly billing rate times the estimated hours to get the extended amount. The total for the extended amount column should be totaled at the bottom of the pricing page to show the total cost per region. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation.

5 ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6 MISCELLANEOUS:

- 6.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 6.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

REQUEST FOR QUOTATION
SECSVS14 – Security Guard Services

000022

-
- 6.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 6.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Dan Guilbault
Telephone Number: 304-727-4608
Fax Number: 304-727-4198
Email Address: dan.guilbault@usa.g4s.com

SECSVS14

000023

Pricing Pages

Date: 4/24/2014Vendor Name: G4S Secure Solutions USA Inc.# Years Providing Security Guards: 113 year (1901)Contact Person: Dan GuilbaultPhone #: 304-727-4608Fax #: 304-727-4198

Region I: The counties of Hancock, Brooke, Ohio, Marshall, Monongalia, Marion, Harrison, Doddridge, Gilmer, Pleasants, Calhoun, Wirt, Wood, Wetzel and Tyler

	Guard Classification	Estimated Hours	Hourly Billing Rate	Extended Amount
1.	Limited Assignment Personnel	500	\$ 11.47	\$ 5735.
2.	Probationary Guard I	1,000	\$ 11.47	\$ 11,470.
3.	Security Guard II	10,000	\$ 11.47	\$ 114,700.
4.	Security Guard III/Shift Supervisor	6,000	\$ 11.47	\$ 68,820.
5.	Sergeant	2,000	\$ 11.47	\$ 22,940.
6.	Lieutenant	3,000	\$ 11.47	\$ 34,410

TOTAL COST PER REGION: \$258,075.

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.

SECSVS14

000024

Pricing Pages

Date: 4/24/2014Vendor Name: G4S Secure Solutions USA Inc.# Years Providing Security Guards: 113 (1901)Contact Person: Dan GuilbaultPhone #: 304-727-4608Fax #: 304-727-4198

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

	Guard Classification	Estimated Hours	Hourly Billing Rate	Extended Amount
1.	Limited Assignment Personnel	600	\$ 11.47	\$ 6,882.
2.	Probationary Guard I	1,000	\$ 11.47	\$ 11,470.
3.	Security Guard II	12,000	\$ 11.47	\$ 137,640.
4.	Security Guard III/Shift Supervisor	8,000	\$ 11.47	\$ 91,760.
5.	Sergeant	4,000	\$ 11.47	\$ 45,880.
6.	Lieutenant	5,000	\$ 11.47	\$ 57,350.

TOTAL COST PER REGION: \$350,982.

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.

Pricing Pages

Date: 4/24/2014Vendor Name: G4S Secure Solutions USA Inc.# Years Providing Security Guards: 113 (1901)Contact Person: Dan GuilbaultPhone #: 304-727-4608Fax #: 304-727-4198

Region III: The counties of: Lewis, Upshur, Randolph, Pendleton, Hardy, Grant, Hampshire, Mineral, Morgan, Berkeley, Jefferson, Tucker, Barbour, Taylor and Preston.

	Guard Classification	Estimated Hours	Hourly Billing Rate	Extended Amount
1.	Limited Assignment Personnel	600	\$ 11.47	\$ 6,882.
2.	Probationary Guard I	1,000	\$ 11.47	\$ 11,470.
3.	Security Guard II	10,000	\$ 11.47	\$ 114,700.
4.	Security Guard III/Shift Supervisor	6,000	\$ 11.47	\$ 68,820.
5.	Sergeant	2,000	\$ 11.47	\$ 22,940.
6.	Lieutenant	3,000	\$ 11.47	\$ 34,410

TOTAL COST PER REGION: \$259,222.

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.

SECSVS14

Pricing Pages

Date: 4/24/2014Vendor Name: G4S Secure Solutions USA Inc.# Years Providing Security Guards: 113 (1901)Contact Person: Dan GuilbaultPhone #: 304-727-4608Fax #: 304-727-4198

Region IV: The counties of: Braxton, Clay, Nicholas, Fayette, Raleigh, Wyoming, McDowell, Mercer, Summers, Greenbrier, Pocahontas, Webster, and Monroe.

	Guard Classification	Estimated Hours	Hourly Billing Rate	Extended Amount
1.	Limited Assignment Personnel	600	\$ 11.47	\$ 6,882.
2.	Probationary Guard I	1,000	\$ 11.47	\$ 11,470.
3.	Security Guard II	10,000	\$ 11.47	\$ 114,700.
4.	Security Guard III/Shift Supervisor	6,000	\$ 11.47	\$ 68,820.
5.	Sergeant	2,000	\$ 11.47	\$ 22,940
6.	Lieutenant	3,000	\$ 11.47	\$ 34,410

TOTAL COST PER REGION: \$259,222.

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.

SECSVS14 SECURITY GUARD REQUEST FORM

000027

TO BE COMPLETED BY STATE AGENCY

Agency Name:		Request Date:	
Contact Person:		Contract Start Date:	
Contact Title:		Contract End Date:	
Contact Phone:		Shift Start Time:	
Contact Fax:		Shift End Time:	
Contact Email:		Lunch: ½ hour 1-hour Paid Unpaid	
(Required Information) State PO/SCO #:		SWC# (listed below)	
Job Location:			
County:			

AGENCY POSITION INFORMATION

Check	Job Classification	# Workers	# Hrs Per Day	# Days Per Week		<u>REGION I</u>	<u>REGION II</u>	<u>REGION III</u>	<u>REGION IV</u>
	LIMITED ASSIGNMENT PERSONNEL								
	PROBATIONARY GUARD I								
	SECURITY GUARD II								
	SECURITY GUARD III / SHIFT SUPERVISOR								
	SERGEANT								
	LIEUTENANT								

VENDOR INSTRUCTIONS:

- Please attach a brief description of job duties if different from Purchasing Division SECSVS11 specifications.
- If you have problems with employee time sheets or employee, immediately contact the appropriate vendor.
- If you need additional space for specific instructions please provide in the agency instructions space below.

AGENCY INSTRUCTIONS: (If additional space is needed, please add another page).

Agency Representative Signature: _____ Title: _____

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: SECSVS14

000028

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:


(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6	<input type="checkbox"/> Addendum No. 11
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7	<input type="checkbox"/> Addendum No. 12
<input checked="" type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8	<input type="checkbox"/> Addendum No. 13
<input checked="" type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9	<input type="checkbox"/> Addendum No. 14
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10	<input type="checkbox"/> Addendum No. 15

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

G4S Secure Solutions USA Inc.

Company


Authorized Signature

4/24/2014

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



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

Solicitation

NUMBER
SECSVS14

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE 304-558-2544

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

VENDOR

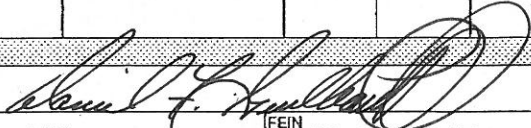
ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

SHIP TO

DATE PRINTED
04/16/2014

BID OPENING DATE: 04/24/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
SEE ATTACHED PAGES.						
END OF ADDENDUM NO. 2						
0001	1	LS		990-46		
GUARD AND SECURITY SERVICES						
***** THIS IS THE END OF RFQ SECSVS14 ***** TOTAL:						\$1,127501.
SIGNATURE 						
TELEPHONE 304-727-4608				DATE 4/24/2014		
TITLE General Manager		FEIN 59-0857245		ADDRESS CHANGES TO BE NOTED ABOVE		

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

000002

SOLICITATION NUMBER: SECSVS14
Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as SECSVS14 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ [X] Modify bid opening date and time
- ☐ [] Modify specifications of product or service being sought
- ☒ [X] Attachment of vendor questions and responses
- ☐ [] Attachment of pre-bid sign-in sheet
- ☐ [] Correction of error
- ☐ [] Other

Description of Modification to Solicitation:

1. Responses to vendor questions attached.
2. The bid opening has moved from 04/23/2014 to 04/24/2014. The bid opening time remains at 1:30 pm.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT AQuestions:

- Q1: Will all bidders be required to price in Affordable Care Act (ACA)?
- A1: If applicable, Vendors should incorporate this charge into the hourly rate.
- Q2: If federal minimum wage is changed during the length of this contract, will security provider be able to adjust rates as needed?
- A2: See General Terms and Conditions, No. 6, **Pricing**.
- Q3: How will the RFP submissions be evaluated? Will overall cost be the determining factor?
- A3: See General Terms and Conditions, No. 4, **Contract Award** - Subsection 4.1.
- Q4: What are the disqualifying factors of the credit check?
- A4: The credit check is reviewed but is not generally grounds for disqualifying an individual for employment.
- Q5: What type of uniform must be worn by the Division of Protective Services and what is the cost?
- A5: There needs to be some sort of distinction from the normal uniform for other assigned details in Charleston. The distinction could be a color change or a style change. For example, we must be able to distinguish from guards who may be assigned to work a Legislative Parking Detail, who would wear the company's standard uniform. In years past a company with the DPS detail has been uniformed in blazers with a pocket patch of the security company logo and dress pants. Another company utilized a BDU style uniform or jumpsuit, again with a shoulder or pocket patch with the security company logo. The cost should be determined by the vendor.
- Q6: Can you confirm that all uniforms will be at the expense of the vendor and not the officer?
- A6: This is the vendor's decision.

Q7: Bid bonds aren't common in the security service industry. Can this be waived since we are providing a service and not a good?

A7: A bid bond is required for this solicitation. See Section 8, Required Documents in the General Terms and Conditions. The bid bond must be submitted with the bid and must be 5% of the total amount of the bid.

Example 1: Bidding on all regions, the bid bond must be 5% of the "Total Cost per Region" for all regions.

Region 1 - total cost per region	\$100,000.00
Region 2 - total cost per region	\$ 50,000.00
Region 3 - total cost per region	\$150,000.00
Region 4 - total cost per region	<u>\$ 20,000.00</u>

Total Cost for All regions	\$32,000.00
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5% bid bond	\$ 1,600.00
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Example 2: Bidding on two (2) regions, Region 1 and Region 3, the bid bond must be 5% of the "Total Cost per Region" for the two (2) regions.

Region 1 - total cost per region	\$10,000.00
Region 3 - total cost per region	\$15,000.00

Total Cost for All regions	\$25,000.00
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5% bid bond	\$ 1,250.00
-------------	-------------

Q8: Has there been in liquidated damage on these sites over the last 2 years?

A8: No.

Q9: It says the state can cancel this contract with a 30 day notice. It is common in security contracts for the vendor to have the same terms if something is violated in the contract. Can this be added?

A9: See Instructions to Vendors Submitting Bids, No. 1, **Review Documents Thoroughly**, which states in part, "[a]ll bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid."

Q10: Can you provide a list of what type of equipment that each site would need so we can include that in the price?

A10: Section 3.1.5 states in part, "[t]he Agency may from time to time, make equipment available for the use by the security guards in the performance of the contracted services." Each agency may provide the officers with different types of equipment and it will vary by site.

Q11: The Affordable Care Act will affect the pricing on January 1, 2015. Can price be renegotiated at that point by the successful bidder since we will have to offer that to all our full time employees? Manpower companies will have to pass this cost onto their clients. Pricing information for this hasn't been finalized so we only have a rough estimate now.

A11: If applicable, Vendors should incorporate this charge into the hourly rate.

Q12: Will the successful bidder have to provide a performance bond?

A12: No.

Q13: The weekly man hours are roughly 2K hours a week I notice by adding up the different regions.

Looking an old state bid from 2010, it says there is between 4000-5500 man hours of security a week. Has the number of hours a week dropped that much since then? Please provide a rough estimate of total hours a week so we can give the state the best price possible. The total money spent a year could help us determine that too.

A13: The number of hours provided on this solicitation are estimates. As stated on the bottom of each pricing page, "Subject figure is shown for information purposes and should not be construed as any guarantee of future contract usage." See Section 5, Quantities in the General Terms and Conditions.

Q14: When the state minimum wage increases in 2015 or if taxes increase, can the price be adjusted at that point to match those increases?

A14: See Item No. 6, Pricing under the General Terms and Conditions.

Other Information:

1. The bid opening has moved from 04/23/2014 to 04/24/2014. The bid opening time remains at 1:30 pm.
2. No additional questions will be accepted on this RFQ.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: SECSVS14

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

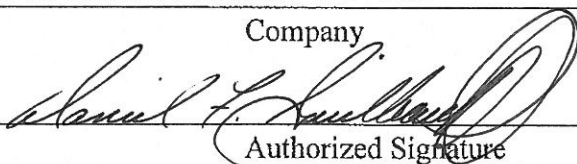
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

G4S Secure Solutions USA Inc.

Company


Authorized Signature

4/21/2014

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



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

SECSVS14

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE
304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

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

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DATE PRINTED

04/23/2014

BID OPENING DATE:

04/28/2014

BID OPENING TIME

1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
SEE ATTACHED PAGES.						
END OF ADDENDUM NO. 3						
0001		LS		990-46		
	1					
GUARD AND SECURITY SERVICES						
***** THIS IS THE END OF RFQ SECSVS14 ***** TOTAL: 81,127.501.						

Post-it® Fax Note

7671

Date:

4/23/14

of

pages

3

To

SECSVS14 Vendors

From

Tara Lyle

Co./Dept.

Co.

Phone #

Phone #

Fax #

Fax #

SIGNATURE

TELEPHONE

304-727-4608

DATE

4-24-2014

TITLE

GENERAL MANAGER

FEIN

59-0857245

ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: SECSVS14**000002****Addendum Number: 3**

The purpose of this addendum is to modify the solicitation identified as SECSVS14 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ [X] Modify bid opening date and time
- ☐ [] Modify specifications of product or service being sought
- ☐ [] Attachment of vendor questions and responses
- ☐ [] Attachment of pre-bid sign-in sheet
- ☐ [] Correction of error
- ☐ [] Other

Description of Modification to Solicitation:

1. The bid opening has moved from 04/24/2014 to 04/28/2014. The bid opening time remains at 1:30 pm.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

000005

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: SECSVS14

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input checked="" type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input checked="" type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

BHS SECURE SOLUTIONS USA INC.

Company



Authorized Signature

4-24-14

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



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

SECSVS14

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE
304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

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

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DATE PRINTED

04/25/2014

BID OPENING DATE:

05/01/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 4		
				SEE ATTACHED PAGES.		
				END OF ADDENDUM NO. 4		
0001	1	LS		990-46		
				GUARD AND SECURITY SERVICES		
***** THIS IS THE END OF RFQ SECSVS14 ***** TOTAL:						\$1,127501

Post-it® Fax Note

7671

Date	4/25/14	# of pages	5
To	SECSVS14 Vendors		
From	T. Lyle		
Co./Dept.	Co.		
Phone #	Phone #		
Fax #	Fax #		

SIGNATURE

TELEPHONE

304-727-4608

DATE

5/1/2014

TITLE

General Manager

FEN

59-0857245

ADDRESS CHANGES TO BE NOTED ABOVE

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

000002

SOLICITATION NUMBER: SECSVS14

Addendum Number: 4

The purpose of this addendum is to modify the solicitation identified as SECSVS14 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ [X] Modify bid opening date and time
- ☐ [] Modify specifications of product or service being sought
- ☐ [] Attachment of vendor questions and responses
- ☐ [] Attachment of pre-bid sign-in sheet
- ☐ [] Correction of error
- ☒ [X] Other

Description of Modification to Solicitation:

1. The bid opening has moved from 04/28/2014 to 05/01/2014. The bid opening time remains at 1:30 pm.
2. To provide the usage reports for SECSVS11A and SECSVS11C for calendar year 2013.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

000003

SECSVS11A – AlliedBarton Security Services

	Total Dollars	Total Hours	Total Officers
ANG-Bridgeport	157,886	14300	8
ANG-Williamstown	153,095	16640	9
ANG Wheeling	68,880	6656	4
Division of Protective Services	31,227	3120	2
NRCTC-Beckley	18,144	2080	1
NRCTC-Lewisburg	31,721	6240	3
NRCTC-Ghent	30,757	3640	2
NRCTC-Summersville	41,706	4160	2
VA Nursing	164,120	17472	10
TOTAL	\$697,506.00	74,208	

State Office	Weekly Hours	Total Hours	Headcount	location	P.O. total \$	
DHHR						
✓ Davis/Diamond	636	36379	18	Charleston	\$ 417,267.13	Friday, April 24, 2015
✓ BCF	40	2288	1	Nitro	\$ 26,243.36	Friday, April 24, 2015
✓ OCME	123	73220	5	Charleston	\$ 83,983.34	Friday, April 24, 2015
✓ MMBH	128	7322	5	Huntington	\$ 83,983.34	Friday, April 24, 2015
General Services						
✓ Dhhhr Bldg 32	168	8760	5	Huntington	\$ 100,477.20	Tuesday, March 31, 2015
✓ DEP Bldg 37	123	6528	4	Kanawha City	\$ 74,876.16	Tuesday, March 31, 2015
Bldg 4	45	2241	2	Charleston	\$ 25,704.27	Friday, August 15, 2014
✓ DHHR Logan	50	2490	2	Logan, WV	\$ 238,560.30	Friday, October 03, 2014
DOH						
✓ DOH Huntington	128	6656	4	Huntington	\$ 78,087.76	Wednesday, April 30, 2014
✓ DOH Dry Branch	256	13616	7	Charleston	\$ 155,326.74	Sunday, November 30, 2014
✓ Veterans Home	224	22480	7	Barboursville, WV	\$ 252,413.00	Wednesday, November 19, 2014
✓ Tax Division	52.5	2707	3	Charleston	\$ 31,723.19	Thursday, June 26, 2014
Department of Administration						
Governor's Drive	40	2080	3	Charleston	\$ 56,065.36	Friday, August 15, 2014
	56	2808			\$ 32,207.76	
✓ Lottery Bldg	198	1000	5	Charleston	\$	Wednesday, December 31, 2014
✓ DMV	80	4688	3	Kanawha City	\$ 58,679.60	Monday, June 30, 2014
Protective Services						
Capitol Patrol	56	2912	2	Charleston	\$ 33,400.64	Saturday, August 16, 2014
Insurance	40	1976	2	Charleston	\$ 22,664.72	Thursday, July 31, 2014
✓ PSC	80	4160	2	Charleston	\$ 47,715.20	Wednesday, April 01, 2015
House Parking				Charleston		Wednesday, April 02, 2014
Senate Parking				Charleston		Saturday, March 29, 2014
					\$ 1,823,839.87	
2528.5						
79						

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: SECSVS14

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

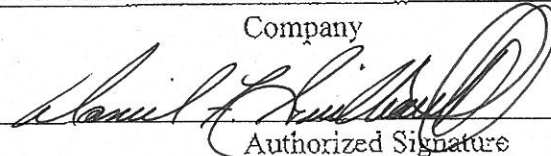
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

G4S Secure Solutions USA Inc.

Company



Authorized Signature

5/1/2014

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



G4S Secure Solutions (USA) Inc.
James Mullins
Manager, Business Development

2333 Mac Corkle Ave.
Suite 200
St. Albans, WV. 25177

Telephone: 304.727.4608
Fax: 304.727.4198
www.g4s.com/us

April 23, 2014

Ms. Tara Lyle
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington, Street East
Charleston, WV. 25305-0130

Dear Ms. Lyle,

On behalf of the dedicated staff in our Charleston Office, we appreciate the opportunity to submit the following proposal to continue to provide Security Services to the State of West Virginia.

In presenting this information, we trust that the enclosed affirms our commitment to continue the true partnership we have shared with the State for the past two years. It is our earnest hope that this partnership can continue to grow and evolve over time, to coincide with the needs of the State of West Virginia. In continuing in its timeless tradition of excellence, G4S provides only premium security service which sets us apart from all other security companies. Our officers are selected by hiring, screening and training criteria that exceeds industry standards. Our formula of integrated technology, coupled with high quality manned security, has proven to be a successful combination for our clients, many of whom have been with us for many years.

Within the attached proposal, we have provided an overview of the G4S organization, as well as some differentiators exclusive only to G4S. We believe these solutions will provide valuable savings to the State of West Virginia, and increase the return on your security investment.

As you continue your evaluation, please do not hesitate to contact me personally at (304) 550-8719 or james.mullins@usa.g4s.com should there be any additional questions.

Sincerely,

A handwritten signature in dark ink, appearing to read 'James Mullins', with a stylized flourish at the end.

James Mullins
Manager, Business Development
G4S Secure Solutions (USA) Inc.



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

OWNER:

(Name, legal status and address)

STATE OF WEST VIRGINIA
Purchasing Division
2019 Washington Street East, Charleston, WV 25305-0130

BOND AMOUNT: Five percent of amount bid.
(5% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)

Solicitation SECSVS14 - Guard and Security Services

Project Number, if any:

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.

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 14th day of April, 2014

(Witness) Jill Divens
Jill Divens
(Witness) [Signature]

G4S SECURE SOLUTIONS (USA) INC.

(Principal) [Signature] (Seal)
(Title) Asst Secretary
Michael Hogsten

LIBERTY MUTUAL INSURANCE COMPANY

(Surety) [Signature] (Seal)
(Title) Claudette Alexander Hunt, Attorney in Fact

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

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

Certificate No. 5953268

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Caroline K. Lamarre; Claudette Alexander Hunt; Joseph M. Pietrangolo

all of the city of Miami, state of FL 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 pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of January, 2013.



STATE OF WASHINGTON ss
COUNTY OF KING

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

On this 16th day of January, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation 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 Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

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.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that 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.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of April, 2014.



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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/23/2013

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.): (800) 363-0105 E-MAIL ADDRESS:		
INSURED G4S Secure Solutions (USA) Inc. 1395 University Blvd Jupiter FL 33458 USA		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: National Union Fire Ins Co of Pittsburgh		19445
		INSURER B: New Hampshire Ins Co		23841
		INSURER C: Illinois National Insurance Co		23817
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:** 570051315393**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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GL5302718	10/01/2013	10/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA 640-39-36 AOS CA 640-39-37 MA CA 640-39-38 VA	10/01/2013 10/01/2013 10/01/2013	10/01/2014 10/01/2014 10/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC015630735 AOS WC015630736 CA	10/01/2013 10/01/2013	10/01/2014 10/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Excess WC			XWC6636227 OH-Statutory WC SIR applies per policy terms & conditions	10/01/2013	10/01/2014	EL Each Accident \$1,000,000 EL Disease - Policy \$1,000,000 EL Disease - Ea Emp \$1,000,000

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

Contract Name: Services Contract, Service: security guard services, G4S Office: Charleston. State of West Virginia is added as an Additional Insured excluding Workers' Compensation and Employers' Liability as required by written contract but limited to the operations of the insured under said contract, and always subject to the policy terms, conditions and exclusions. False Arrest insurance for false arrest, false imprisonment, libel, slander, invasion of privacy in the amount of \$5,000,000.

CERTIFICATE HOLDER**CANCELLATION**State of West Virginia
Department of Administration
2019 Washington Street, East
Charleston WV 25305-0130 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

Aon Risk Services Inc. of Florida

Holder Identifier : Charleston

Certificate No : 570051315393



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services, Inc of Florida		NAMED INSURED G4S Secure Solutions (USA) Inc.	
POLICY NUMBER See Certificate Number: 570051315393		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570051315393	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
C		N/A		WC015630737 FL	10/01/2013	10/01/2014	
B		N/A		WC015630742 MN	10/01/2013	10/01/2014	
B		N/A		WC015630740 MA, WI	10/01/2013	10/01/2014	
B		N/A		WC015630739 IL, KY, NC, NH, UT, VT	10/01/2013	10/01/2014	
B		N/A		WC015630738 AZ, GA, VA	10/01/2013	10/01/2014	
B		N/A		WC015630741 ME	10/01/2013	10/01/2014	
B		N/A		WC015630743 NJ, PA	10/01/2013	10/01/2014	

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 2/6/2014 to 1/31/2015 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 Thursday, February 06, 2014*

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: 9IA

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.

Print or type
See Specific instructions on page 2.

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) ▶

☐ Other (see instructions) ▶

☒ Exempt
payee

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

4200 WACKENHUT DRIVE

Requester's name and address (optional).

City, state, and ZIP code

PALM BEACH GARDENS, FLORIDA 33410

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:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

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
U.S. person ▶

Raymond Seda

Digitally signed by Raymond Seda,
DN: cn=Raymond Seda, o=dba Wackenhut, ou=G4S Secure
Solutions USA Inc, email=rseda@wackenhutusa.com, c=US
Date: 2010.05.17 15:51:19 -0400

Date ▶

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:

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

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,



Securing Your World

References

Mingo Logan Coal Company

CONTACT: WILLIE BARKER

P.O. Box E

Sharples, WV.25183

Size:..... 672 Hours Per Week, Access Control, Patrolling Boundaries

Serving Since:... 1997

Contact Information: (304) 369-7507 Email: wbarker@archcoal.com

American Electric Power

CONTACT: GARY MCGRAW

P.O. Box 949

Beckley, WV. 25802

Size:..... 1,682 Hours Per Week, Access Control Patrolling Perimeters

Serving Since:... 2001

Contact Information (304) 256-2707 Email: glmcgraw@aep.com

E.I. DuPont De Nemours and Company

CONTACT: CHRISTOPHER L. GAUTIER

901 W DuPont Ave.

Belle, WV.25015

Size:..... 1,335 Hours Per Week, Access Control, Patrolling Perimeter

Serving Since:... 2003

Contact Information: (304) 357-1829 Email: Christopher.l.gautier@usa.dupont.com



Securing Your World

***Protecting your Greatest Assets:
Life Safety, Business Continuity &
Reputation***

G4S Security Solution for State of West Virginia

Presented to:

Purchasing Division
State of West Virginia

Presented by:

G4S Secure Solutions (USA) Inc.
James Mullins
Manager, Business Development
April 23, 2014

STATEMENT OF PROPRIETARY INFORMATION

This proposal contains proprietary information regarding G4S Secure Solutions (USA) Inc. and is not for public disclosure. Dissemination and reproduction may only be made after written permission by an authorized representative of G4S Secure Solutions (USA) Inc. is granted. This document was prepared and is submitted in confidence to the Purchasing Department, State of West Virginia. It is submitted solely for use by your management for the purpose of review in connection with an invitation to submit a proposal to provide security services.



Securing Your World

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Securing Your World

Executive Summary

OUR COMMITMENT TO THE STATE OF WEST VIRGINIA

Our promise is to deliver a high quality, cost effective and compliant service for you; both today and in the future. We are committed to:

- *Delivering a consistent, high standard of security that protects The State of West Virginia's citizens, property, and reputation*
- *Providing a dynamic security solution through utilization of superior security officers and proactive technology offerings*
- *Delivering innovation and continuous improvement that is responsive to your dynamic environment and changing needs*
- *Fostering positive relationships with local law enforcement and the surrounding community*

SOLUTION OVERVIEW

The G4S solution for the State of West Virginia looks at the challenges of securing the various State locations; reduce costs and deliver a better experience for the clients they serve. Our solution is designed to release the wider benefits and provide an innovative program that transforms performance and ultimately delivers more than the sum of its parts. Our proposed solution will provide:

- *An innovative, holistic, cost-effective solution that maximizes efficiencies and technology*
- *Quality Security Officer programs trained specifically for the various State environments*
- *A best-in-class management team with local experience and established footprint*
- *A customer-centric organization that will be flexible and responsive to your needs*

INNOVATIVE, COST-EFFECTIVE SOLUTION

We recognize that it is imperative to balance cost control with the threats, complexity and sensitivity associated with the type of services the State requires. Accordingly, our approach has been to design a managed service that will meet the requirements while maximizing the efficiencies available from utilization of our proven technology solutions.

QUALITY SECURITY OFFICER PROGRAMS WITH TRAINING SPECIFICALLY FOR THE STATE OF WEST VIRGINIA ENVIRONMENTS

Our solution provides the State with specialized levels of security officers to match the protection needs and security budgets at each State location. Our Officers represent the highest level of security professionals, possessing relevant backgrounds (local, state or federal), ex-military or outstanding citizens.



A BEST-IN-CLASS MANAGEMENT TEAM WITH LOCAL EXPERIENCE AND ESTABLISHED FOOTPRINT

Our solution provides you with an experienced management team that can dependably deliver against your service requirements to ensure you get the best value from G4S. Our management team combines a foundation of law enforcement expertise with demonstrated experience servicing the various types of locations in a State environment. The G4S Charleston area office began security operations in the Charleston area in 1967 and provides more than 14,000 hours per week of security services, employing more than 400 licensed security professionals. G4S is currently contracted by Bank of America, General Motors, General Electric, IBM, Consol, and Hundreds of recognizable named companies across the U.S. and World.

A CUSTOMER-CENTRIC ORGANIZATION THAT IS FLEXIBLE AND RESPONSIVE

Great security partners take the time to listen to their customers and uncover opportunities for ongoing savings or measurable improvements to service. They are always finding new ways to help customers meet their business objectives. Our solution for the State of West Virginia is not based solely on our proven expertise in delivering customized solutions; but rather it has been shaped and influenced by feedback from customers. While every customer is unique, there are common themes and concerns shared by all. In October of 2011, we commissioned an independent survey of 50 of our strategic customers to learn more about their challenges. We ask for them to measure our performance and help us confirm our strategy for the future. We learned that while fundamentals still matter, what sets G4S apart and what takes our program to the next level for customers is the strategic integration of innovative systems and software that make a security program more effective, enhance compliance and contain costs. We work to find the right combination of people, protection, customer service and technology to mitigate risk and provide safe and secure environments at the lowest total cost of ownership and we continue to measure, monitor and adjust to respond to your changing needs and requirements.



Securing Your World

Corporate Overview

Headquarters Address

G4S Secure Solutions (USA) Inc.
1395 University Boulevard
Jupiter, FL 33458

Local Office Address

G4S Charleston Office
2333 McCorkle Ave, Suite 200
St. Albans, WV. 25177
Phone: 304.727.4608 Fax: 304.727.4198

G4S Proposal Representative:

James Mullins, Business Development
G4S Charleston Office
james.mullins@usa.g4s.com
Phone: 304.550.8719

Incorporated in 1954 in the State of Florida

Company History

G4S originally began operations in 1901 in Denmark with operations in the U.S. dating back to 1954 when George R. Wackenhut founded The Wackenhut Corporation in Miami, Florida. After 48 years of unprecedented growth and becoming one of the largest security companies in America, The Wackenhut Corporation merged with Group 4 Falck A/S based in Denmark in 2002, beginning a transformation to becoming the global security leader. In 2004, Group 4 Securicor was formed from the merger between Securicor plc and Group 4 Falck A/S's security business. G4S is now listed on the London Stock Exchange (stock symbol: GFS) with a secondary listing in Copenhagen.

Today G4S is the world's leading provider of security solutions with operations in 110 countries and employs 657,000 security professionals, ranking G4S as the second largest employer in the world. Within the U.S., G4S operates 110 local offices with approximately 40,000 employees, servicing over 3,500 customers nationwide with a license to conduct business in all 50 States.

G4S focuses on partnering with our clients to understand their safety, security and risk exposure in order to provide a customized security solution. With extensive experience in the security marketplace, G4S understands that specialization and focus are the primary ways to ensure the security needs of our clients are fully addressed and the solutions we design for them are relevant and meaningful. Therefore, G4S has focused on the concentration of developing solutions within specific vertical markets, including the Government market. G4S has invested substantial resources in the development of the necessary core competencies to fully serve City, County, State and Federal Government markets. G4S market experts create roadmaps focusing on implementing correct officer service levels, proper training programs, appropriate technologies, and regulatory compliance.

MANAGEMENT PHILOSOPHY

The G4S security solution mitigates risk and contains costs but it's more than the sum of its parts. Since inception, our sole purpose has been the protection of client assets (Intellectual Property, business continuity and physical assets). Today we meet these evolving needs domestically and around the world.

Mission Statement

Our mission is to provide expert security services that exceed client expectations. We differentiate ourselves by attracting the best people, offering innovative solutions, and fostering long-term partnerships. We are committed to the principles of professionalism and integrity instilled by our founder, and we strive to impact positively impact our nation, communities and stakeholders.

Core Values

Value	Description
Customer Focus	The organization focuses on clients - understanding the issues they face, the markets in which they operate, and delivering the highest quality of service.
Expertise	We are experts in security solutions and know what makes a difference to our clients.
Performance	Through understanding clients' needs, applying our expertise and working together to always deliver on what we promise, we are able to drive superior performance - service performance for clients and financial performance for the organization and its shareholders.
Best People	By attracting, employing and developing the best people in the industry, we use our security expertise to develop solutions to clients' needs.
Integrity	Integrity is a fundamental principle of our organization - openness, honesty and operating to the group's ethical standards underpins every element of the organization.
Teamwork and Collaboration	Teamwork and collaboration is the "glue" which binds the organization together. Our people strive to create the best organization and to deliver on what we promise to our stakeholders. We will only achieve our vision by working together. Sharing of knowledge and resources brings continuous improvement and ongoing development of the organization.
Safety	We ensure the health and safety of all employees by making it an integral part of our business and our culture.



Securing Your World

Approach

G4S provides an experienced management team that can dependably deliver your service requirements to ensure you get the best value from G4S. Our management team combines a foundation of law enforcement expertise with demonstrated experience servicing the various types of locations in a local government environment. The G4S Charleston area office provides in excess of 14,000 weekly hours of security services and employs over 400 licensed security professionals. G4S' regional and local management structure is made up of experienced security and tenured company professionals:

LOCAL ORGANIZATION STRUCTURE

*G4S' organization provides the expertise, support and management resources close to your site.

*This lean structure means you're paying only for necessary supervision and management, while avoiding unnecessary overhead.

*Our Operations Manager, General Manager, and Regional Vice President ensure your local G4S office is compliant with your contract, as well as our policies and statutory regulations.

CORPORATE SUPPORT

The State of West Virginia will also receive the support of G4S' Security Services Division located at our U.S. headquarters in Jupiter, Florida. Corporate headquarters develops standardized policies and procedures that are formalized in the company manuals that dictate overall operations for the organization. Some of the additional resources available to support your account include:

- | | |
|---|---|
| ■ <i>G4S North America Training Institute</i> | ■ <i>Compliance & Investigations Services</i> |
| ■ <i>Strategic Accounts Group</i> | ■ <i>Security Best Practices</i> |
| ■ <i>Experienced Transition Teams</i> | ■ <i>Short-term & Emergency Services</i> |
| ■ <i>Systems Integration</i> | ■ <i>Business Processes</i> |
| ■ <i>Safety & Risk Management</i> | ■ <i>Local Presence</i> |

The General Manager at each local area office is ultimately responsible for the delivery and management of all security services within their geographic boundary. Every local area office is vigilant in its ability to respond to our customers' needs, so each is therefore equipped to operate 24 hours a day, seven days a

week. Critical procedures and policies are standardized to provide controls which ensure consistent and quality service throughout the organization.

Procedure	Corporate Policy
Recruitment	<ul style="list-style-type: none"> ■ Full-time Dedicated Military Recruitment Personnel ■ Value of Qualified Incumbent Personnel ■ Equal Opportunity, Affirmative Action Employer
Screening	<ul style="list-style-type: none"> ■ Basic Qualifications Outlined ■ Standardized Employment Application & Interview Process ■ Pre-employment Screening Conducted In-house
Hiring	<ul style="list-style-type: none"> ■ Formalized New Hire Orientation ■ Standardized Hiring Packet
Training	<ul style="list-style-type: none"> ■ Minimum Training Specifications Outlined by ISO-registered Training Institute ■ Established Relationship with Institutions of Higher Learning
Uniforms	<ul style="list-style-type: none"> ■ Company-provided Uniforms & Foul Weather Gear ■ Security Officer Handbook Outlines Rules for Professional Image/Appearance
Administrative Functions	<ul style="list-style-type: none"> ■ Standardized Payroll & Billing ■ Human Resources Management System ■ Labor Scheduling System

AREA SUPERVISION

G4S' local area supervisors set the standard for customer support as thoroughly trained and experienced security leaders. They regularly monitor, evaluate and support our security officers so that each may provide what it takes to deliver complete customer satisfaction. Area supervisors are responsible for:

- *Conducting announced and unannounced post inspections*
- *Corrective action plans*
- *Assisting with selecting, training, and evaluating officers*
- *Reviewing the security program on a continual basis*
- *Assisting with special requests, problems, emergencies & extra staffing requirements*
- *Maintaining schedules and 24-hour efficiency*

Supervisors will regularly encourage and mentor security personnel on how to increase their productivity and service to the State of West Virginia during their post hours. G4S will maintain a strict standard of employee conduct and competency and will initiate and administer appropriate disciplinary action when appropriate. G4S insists that the behavior of its personnel, both on and off duty, reflect favorably on both G4S and its customers.





Securing Your World

OPERATING PLAN

The G4S Operating Plan makes certain high quality security services are delivered consistently and reliably to your site. Before the first day of service and continuing through every hour of each day, our plan provides guidance to all operational aspects of your security program.

Key components include:



Component	Description
Physical Security Survey	<ul style="list-style-type: none"> ■ Assess staffing, post assignments, Post Orders & operating procedures ■ Observations & recommendations for greater efficiencies ■ In some cases, results in decrease of Security Officer staffing
Actionable Post Orders	<ul style="list-style-type: none"> ■ Review & update existing Post Orders for each position ■ Post Orders contain: responsibilities, policies, procedures & standards
Operational Reporting	<ul style="list-style-type: none"> ■ Security information captured in: Security Officer Report, Incident Report, Supervisor Inspection Report, Sign-In Register, Client Contact Form
Cross-Training & Flex Force for Non-Routine Needs	<ul style="list-style-type: none"> ■ Security Officers cross-trained to staff non-routine security needs ■ "Flex Force" at each G4S office handles short notice, cyclical or emergency staffing situations
Employee Communications	<p>Security Officers kept in the loop through:</p> <ul style="list-style-type: none"> ■ Focus on Security, quarterly training publications ■ G4S News, employee magazine ■ G4S' website, www.g4s.com/usw ■ Payroll Stub attachments & payroll stuffers
Officer Surveys for Perception, Satisfaction & Productivity	<ul style="list-style-type: none"> ■ Security Officer surveys of quality perception of our training programs ■ Survey results contribute to our continuous quality improvement ■ Revisions to increase security productivity & performance

G4S TECHNOLOGY OFFERINGS

G4S utilizes technology in order to provide security data readily available to our clients. Our technology was developed to ensure accuracy, and to provide transparent validation of our processes. Key components include:

Item	Description
Secure Trax	<ul style="list-style-type: none"> ■ Handheld device & custom software for real-time incident reporting, communication & accountability ■ Features: GPS tracking, Geo Fence, Random Verification, Incident Notification, Guard Tour, Security Officer Check-In/Check-out, Panic Button, Safety Inspections
Client Web Portal	<ul style="list-style-type: none"> ■ Customized, secure web portal makes security data accessible online 24/7 ■ Presents financial, operations, account specific & training data
Labor Scheduling System	<ul style="list-style-type: none"> ■ On-line system automates scheduling & captures operational requirements ■ Ensures only Security Officers with correct training, certification & experience staffed ■ Data automatically populates payroll & billing for accuracy & timeliness
Automated Time & Attendance	<ul style="list-style-type: none"> ■ Security Officers dial toll-free number at shift start & end ■ Ensures "cold starts" (posts < 24x7 coverage) staffed as scheduled ■ If Security Officer does not check-in on time, local supervisor notified & coverage arranged ■ Billing, payroll & Labor Scheduling System automatically updated
Automated Key Performance Indicators (KPIs)	<ul style="list-style-type: none"> ■ Key Performance Indicators (KPIs) automatically populate web portal ■ Available in real time & on request — as hard copy, downloaded or e-mail ■ Tracks performance & visibility into security & budgets
RISK360™	<ul style="list-style-type: none"> ■ Comprehensive risk management tool which delivers "actionable" data through an easy to access web-based application.

Secure Trax™ G4S Will Supply The State of West Virginia Our Secure Trax Technology at a Minimal Fee.

Secure Trax™ is a comprehensive and multi-functional software platform that provides:

- *Through the use of a hand-held computer, the ability to capture information while performing patrols and provides real-time alerts to supervision and our customers.*
- *An advanced platform for instant communications including a mass notification capability, cellular voice and data communications, and email services.*
- *A robust analytical and reporting system to provide a number of key operational, financial, and risk-based metrics.*

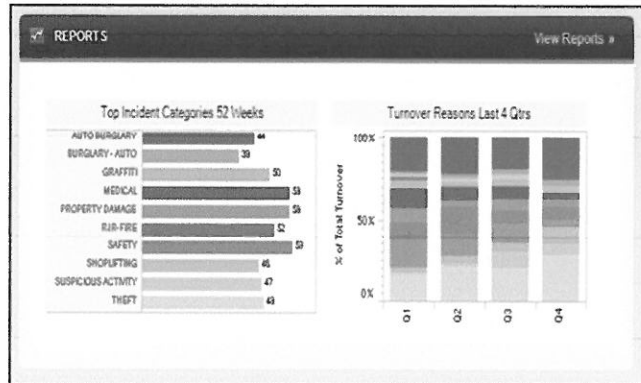
A list of key features of Secure Trax™ and the corresponding descriptions are provided in the following chart:

Feature	Description
GPS Tracking	<ul style="list-style-type: none"> Precise real-time Security Officer locations from satellite signals Complete movement history of the Secure Trax™ unit Ability to create a “Geo-fence”, a virtual fence around the property for Security Officers required patrol Immediate alerts emailed to G4S Supervisors if the unit has gone outside the defined perimeter
Incident Notification	<ul style="list-style-type: none"> Incident reports completed & transmitted via handheld devices Critical security incidents or maintenance issues, your protocols determine who receives email notifications Online tracking provides reporting for analysis & trending
Command Center System	<ul style="list-style-type: none"> Real-time event monitoring of security and safety alerts Automated patrol dispatch, response and verification Two-way messaging capabilities with Security Officers
Traffic and Parking Enforcement	<ul style="list-style-type: none"> Ability to create an electronic ticket for traffic and parking violations as described by customers rules and regulations Online reports of all documented infractions
Multi-mode Communication	<ul style="list-style-type: none"> Communication (with controlled access) by cell phone, “Push to talk”, email & text/picture messaging
Guard Tour	<ul style="list-style-type: none"> Exterior guard tours via GPS tracking During tours, bar codes are scanned that document patrols Online tracking provides reporting for analysis & trending Tour compliance documented & missed activities notify G4S supervision
Post Compliance	<ul style="list-style-type: none"> Automated Security Officer check-in/check-out via GPS or RFID capability Post Inspection system for G4S Supervisors, Security Officers and vehicles Automated open post alerts to the supervisor and the 24/7 Communications Center
Duress Alarm	<ul style="list-style-type: none"> Security Officers depress silent button in distress situation Email and/or text message sent to G4S supervision & Communication Center
Safety Inspections	<ul style="list-style-type: none"> Documented inspections available in real time Safety violations (including photos) transmitted to G4S supervision & appropriate client representatives Inspection documentation is available on the secure web portal



Access & Visibility into Security Performance

G4S Secure Solutions Secure Solutions (USA) Inc. will offer the State of West Virginia Customer Portal. The Customer Portal is a secured website that provides a centralized location where the State of West Virginia's key representatives can log-in using a username and password to view contract-specific information and key performance metrics outlined in the table below.



OPERATIONAL REPORTING & ANALYSIS

The Customer Portal is a robust reporting and analytical tool to provide the State with a detailed set of operational and administrative reports. State of West Virginia representatives can receive contract-specific key performance indicators (KPIs) through our Automated Indicators & Metrics System. This system generates accurate information directly from our IT systems and our Charleston Office. The system provides the ability to access real-time operational information. The reports provided in the following table can be customized and made available to the State of West Virginia through the Customer Portal.

Post Compliance	Operational Management	Fire & Life Safety Services
<ul style="list-style-type: none"> Check-In / Check Out Guard Tours GPS Tracking (outside posts or patrols) Post Inspections Break Management Random Verifications 	<ul style="list-style-type: none"> Employee Turnover Invoice Accuracy Payroll Accuracy Customer Spend Information Supervisor Report Card 	<ul style="list-style-type: none"> Fire Extinguisher Inspection Report AED Inspection Report Behavioral-Based Safety Observation Report
Facility Management	Incident Management	Customer Relationship Management
<ul style="list-style-type: none"> Parking Lot Inspection Report Vehicle Warning Ticket Activity Report Building and Site Observation Report Lock / Unlock Entrance and Exit Door Compliance Report 	<ul style="list-style-type: none"> Real Time Incident Summary Report Advanced Reporting and Analysis Capabilities 	<ul style="list-style-type: none"> Customer Survey Results Security and Safety Program Optimization Recommendation

Automated Check-in and Scheduling

Good decisions are made with timely, accurate data. G4S uses leading technology to automate operational data for improved performance and reporting.

"Secure-Start" Check-In System	Labor Scheduling System
<ul style="list-style-type: none"> Ensures staffing of "cold starts" Security Officers dial toll-free number at start & end of shift Labor Scheduling System automatically updated Late Security Officer check-in, Supervisor notified & coverage arranged 	<ul style="list-style-type: none"> Fully integrated with billing & payroll systems Invoices are accurate & timely Security Officers paid correctly & on time Ensures positions staffed at correct training, certification & experience levels

RISK360™

Our RISK360™ system provides a documented and measurable business improvement cycle to track the effectiveness of security decisions and implemented countermeasures and provides sophisticated case management functionality for the investigation of incident which may occur on State property.

The system supports the State's contract objectives and the development of a risk management plan through the effective capture, management, notification, and analysis of real-time data. This data can then be used to develop risk, security and safety plans for the account as a whole, for individual locations or for specific occurrences that will be able to reduce the costs associated with legal defense, liability exposure, and potential damage to the State's public reputation.

RISK360 Feature	Benefit to City of Raleigh
CAPTURE	Incident and event information, photos, video and documentation can be quickly gathered. Create individualized and comprehensive incident reporting templates that intelligently prompt you through a series of specific questions and categories to ensure collection of the most complete and relevant information
NOTIFY	Real time incident notification via e-mail or text to the designated people in your organization. Customize RISK360 by categories to deliver the critical incidents to the correct functional groups. Supports timely and mass notification decision making process.
INVESTIGATE	Add additional investigative details to include narratives, assignment of an investigator or team, and review of the Persons of Interest Database. Through this system you can add a person of interest, search the database, add a picture to the record, and review all incidents involving the investigation
REVIEW	Access and review all incident details via any internet connection. Through the review process, you can determine if additional details are required and whether the incident should be escalated to an investigation, or be reviewed and closed.
ANALYZE	Analyze data immediately, over time, by location, or in ways that are meaningful to your environment. The RISK360 exclusive visual 'heat mapping' lets you know when events occur, as well as which incidents are occurring most often.
OPTIMIZE	Record implementation data and costs associated with revised protocols designed to reduce specific types of incidents. Details of the optimization can be recorded and linked to categories and locations for future analysis.

<p>MEASURE</p>	<p>Track the countermeasure from the optimized implementation date and measure its effectiveness on the linked categories and locations. Prepare an ROI analysis utilizing the optimization cost against the avoided costs associated with reducing or eliminating the incident. If the countermeasure does not produce the desired results, analyze, optimize and measure cycle begins again.</p>
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The cost for RISK360 is a tiered scale; based upon the number of licensed users (G4S Officers **do not** require a license). There are no set-up fees.

STATE OF WEST VIRGINIA SECURITY PLAN

As the incumbent security provider to the State of West Virginia for the past two years, G4S is acutely aware of the diverse security needs across State facilities. We are proud of the partnership that we have forged over the years and look to the future to continue to respond to the evolving needs of the State of West Virginia. In serving the State, G4S has applied best practices, drawn from numerous government customers who have also entrusted G4S with the care and protection of their property and personnel. As we look ahead, it is our intent to further exploit the benefits and synergies derived from our decades of service to government agencies across the country. Some of the critical objectives for the State of West Virginia in our endeavor to provide Security Services at your facilities include:

- Comprehensive oversight and supervision of officers
- Continuity in the security program across all State facilities currently utilizing security
- The potential need for security program to encompass other State facilities
- The need for short notice Emergency Services in times of crisis
- Officers who must be vigilant in their duties, while always maintaining a sense of service to the employees, residents and visitors of the State of West Virginia.
- The population visiting the State facilities may range from State of West Virginia citizens, disgruntled individuals, disabled individuals, families, business leaders, state and national dignitaries and government officials.

The Officers assigned to the State of West Virginia must be able to handle any situation that arises, and interact firmly and cordially with every facet of the population, while projecting a positive reflection of themselves, G4S, and the State of West Virginia.

To meet the State's operational requirements G4S is committed to providing the highest caliber Security Personnel, giving them the best tools, and providing the State with access, and analysis, to relevant data to make accurate and meaningful security and risk decisions that together will assure we are able to meet the project schedule and optimize the security program. We are pleased to review our latest technologies with the State of West Virginia within this proposal. It is our firm belief that these advances can help the State's Security program gain efficiencies, make officers more productive, and ultimately increase the value of the services you receive.

Standard Post Orders

G4S understands the critical need for current written policies and procedures for each emergency and disaster situation requiring security services. As appropriate, we will continue to pose questions, suggestions or recommendations to State representatives in order to finalize any changes or clarifications prior to assignment. All G4S post orders are reviewed on an annual basis for accuracy, with any recommended changes presented to the State for approval before implementation.

Officer Retention

As a company, when you invest all the time, hard work and resources to hire and train the best caliber Officers, it becomes a core competency to strive to retain those experienced, high quality personnel in order to provide the best service to our clients. G4S promotes retention through open and ongoing communication; providing the tools, support and opportunity for Officers to perform to the best of their ability; and by sharing with them the success of a winning organization. ***The exceptional tenure and incredibly low turnover rates at G4S are a testament to our success!***

Our retention efforts focus on the key areas for the greatest retention results and those with the greatest value for our officers. These include:

- Good job fit - Hiring through the G4S Career Center
- Recognition for superior performance
- Competitive pay for skills and experience
- Enhanced benefits and incentives
- Training for success and career development
- Meaningful communication: Listening and Sharing

G4S is committed to empowering our people to unlock their full potential and build rewarding careers. Our personnel have the opportunity to make a real difference, to enjoy the rewards of our shared success, and to feel secure in their careers.

Officer Benefits

Life	■ \$10,000 in life insurance	■ AD&D is provided at no cost to the employee	
QualSight LASIK Discount Program	■ Employees may take advantage of the QualSight nationwide network and discounts for corrective eye surgery		
Vacation	Full-time employees will receive vacation days based upon the following: ■ After one year of serviceTwo weeks (80 hours) ■ After five years of service.....		
Holidays	A minimum of six holidays annually, paid to full-time and part-time personnel at time-and-one-half for hours worked.		
	■ New Year's Day ■ Memorial Day	■ Independence Day ■ Labor Day	■ Thanksgiving Day ■ Christmas Day

Retirement Plan	G4S provides a 401(k) Plan to qualified employees.		
Supplemental Life Insurance	■ G4S employees can purchase up to an additional \$40,000 in life insurance, in \$10,000 increments, and pay the additional premium (premium costs are based on age) through payroll deductions		
Accidental Death & Dismemberment Insurance	■ G4S personnel who are not covered by another life insurance plan offered by the company will be entitled to occupational accidental death and dismemberment insurance in the amount of \$5,000		
Employee Assistance Program	Employee Assistance Program (EAP) is a voluntary program providing confidential assessment, counseling and referral services for employees and their families to help resolve personal concerns.		
	■ Marriage & family issues ■ Coping with change ■ Stress ■ Alcohol & substance abuse	■ Divorce ■ Credit & financial issues ■ Eating disorders	■ Mental health ■ Grief & loss ■ Depression
Voluntary Benefits	Additional voluntary benefits (employee pain) that complement our core company-provided benefits. Voluntary benefits are available at reasonable cost through G4S' negotiated group rates.		
	■ Short Term disability ■ Accident Insurance	■ Critical Illness/Cancer Insurance ■ Whole Life Insurance ■ Pre-paid Legal Plan	
Supplemental Life Insurance	G4S employees can purchase up to an additional \$40,000 in life insurance, in \$10,000 increments, and pay the additional premium (premium costs are based on age) through payroll deductions		
Employee Discount Programs	G4S Human Resources maintains an employee discount program including; bank discounts, vehicle purchase program, home buying assistance, computers, and cell phone services.		
Direct Deposit	G4S offers the convenience and safety of direct deposit of paychecks, as well as pay cards for our employees.		

Career Development Program

As depicted in the Training section above, G4S maintains a program that develops and trains field personnel at all levels to encourage advancement and promotion through various levels of operation within the company.

The current G4S President of North America is proof of this commitment, having risen from local operational management to his current position.

Special Recognition Awards

Award	Description
Certificate of Achievement	■ Awarded for the successful completion of a G4S North America Training Institute Program
Certificate of Appreciation	■ Presented in response to a letter of commendation for a job well done, or for performance of a valued act of service for the customer / G4S
Certificate of Recognition	■ Presented in recognition of unusual & outstanding service, & for courage & initiative
Certificate of Distinction	■ Presented for the performance of an act of valor above & beyond the call of duty; an act that reflects great credit on the individual, the customer, & G4S
W-Valor Award	■ Presented to employees who have received a Certificate of Distinction & are eligible for this prestigious award
Officer of the Quarter/Year Award	■ Program of recognition administered on a corporate-wide basis
Service Award Program	■ G4S offers an attractive service award program as a tribute and expression of gratitude for the valuable contributions and loyalty that our long-term employees have shown to the company. The service milestones are in five-year increments as they reach their anniversaries with G4S. Gifts vary, based on length of service.

Organization and Staffing

The Charleston area office will be supporting this contract and currently operates approximately 13,000 hours per week of security service throughout the area. With an employee base of just over 400 licensed security officers, G4S has the geographic compatibility to properly supervise the account, local knowledge of the labor market, and access to any additional resources that may be needed for the State's emergency and disaster team during short-notice or emergency situations.

RECRUITING

The selection and hiring of the best qualified individuals begins with recruiting. In addition to the standard channels of recruiting, including but not limited to networking through current employees, partnerships with local career centers and posting online ads on career sites such as Monster and CareerBuilder, G4S has instituted some unique sourcing functions that allow us to continually attract and retain the best people in the industry.

The G4S Career Center

G4S has recognized that the traditional recruiting methods are not always effective to attract the types of individuals needed to meet the needs of a changing industry and an increasingly competitive employment market. After extensive research and consultation with global hiring experts, G4S created and launched an industry first Online Career Center and Applicant Tracking System (www.careers.g4s.com) designed to attract and select the best possible candidate for available opportunities by matching job specifications to candidate profiles. As well as recruiting the very best candidates, the careers site also plays a vital part in retaining employees by enhancing the prospects for promotion and career advancement within G4S globally and by strengthening the pool of available talent.



The G4S Career Center web site is simple, accessible and extremely effective, and it serves as far more than a job application portal. With visits partially driven by G4S' social networking career channels on Facebook, LinkedIn, YouTube and Twitter, it was designed to incorporate elements of social media methodology, allowing candidates to dynamically interact within a vibrant job seeker and employee community. Additionally, it includes an interactive career experience for anyone who visits, with features such as forums and online tutorials.

- *In just the first year of use, the G4S Career Center won "Best Candidate Service" from Onrec (an online recruitment magazine for HR directors, personnel managers, job boards and recruiters), and receives more than 250,000 unique visitors and more than 1,500,000 page views per month (and growing daily).*

Military Programs

G4S places much focus on military hiring partnerships aimed at expanding our reach to the high caliber candidates in the military. G4S has consistently been recognized for its military outreach initiatives, including:

- For three consecutive years, G4S has been named to the G.I. Jobs Top 50 Military Friendly Employers list;
- G4S was awarded "Most Valuable Employer (MVE) for Military" by *CivilianJobs.com*;
- G4S has been recognized by First Lady Michele Obama and the White House Joining Forces campaign as one of the major employers who has promised to hire 6,000 returning veterans by the end of 2013;
- Military Employer of the Year, Transition Assistance Online
- Patriotic Employer Above and Beyond Award from the National Committee for Employer Support of the Guard and Reserve;

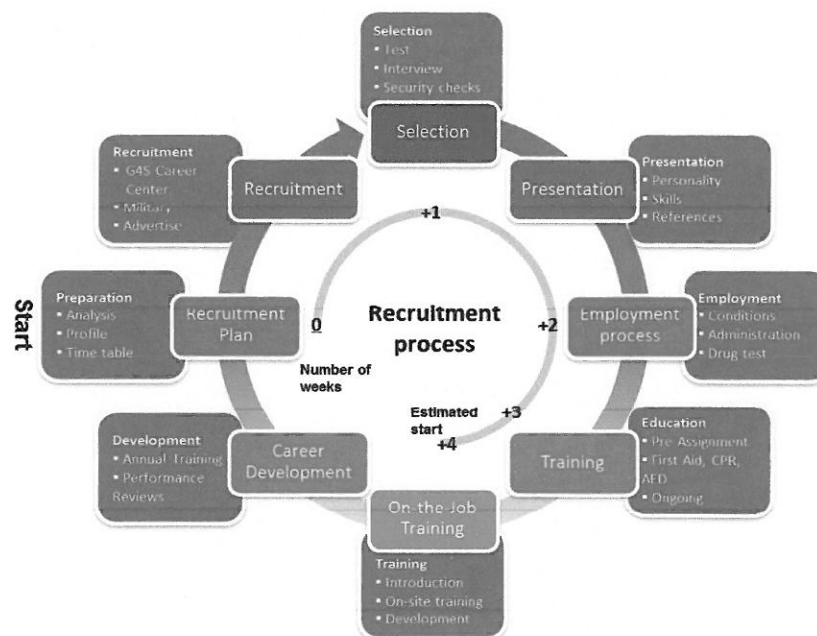


This program is the perfect transition for former military personnel seeking security employment in the private sector and G4S has developed a unique partnership with the U.S. Army where we are able to recruit pre-qualified returning veterans.

G4S has also developed local partnerships to recruit qualified veterans that would be eligible to work for G4S as an emergency and disaster team member.

Collectively, G4S' robust and proactive candidate sourcing initiatives ensure that we will deliver the requisite staffing and levels of qualified personnel as specified in the RFP and as directed by the State of West Virginia.

The graphic below represents the critical selection process of all G4S Officers:



OFFICER QUALIFICATIONS

Security Officers for the State must understand the risks inherent to your specific environment, and be prepared to efficiently handle a wide spectrum of problems. This requires interaction with a diverse group of people – from management and staff to visitors and vendors. They must possess customer relationship skills and the ability to maintain their composure under stressful conditions.

To become a G4S security professional for the State's account, **all** candidates must meet the following basic qualifications.

- *At least 18 years of age*
- *Minimum of two (2) years verifiable and successful security experience*
- *Possess a high school diploma or equivalent*
- *Hold a valid driver's license and have it in their possession while on duty*
- *Be a U.S. citizen, or a legal alien possessing appropriate work permit or visa*
- *Be screened, trained and licensed (where applicable) in accordance with State requirements, including CPR and First Aid certifications and AED qualifications*
- *Good health, emotionally stable, mentally alert and able to perform job responsibilities*
- *Meet the physical qualifications of the State, including passing a medical examination and physical fitness test*
- *Possess a work and character background that indicates dependability, reliability, and the ability to work harmoniously with others*
- *Fluent, both orally and in writing, in English and/or a language appropriate to the assignment, at a high school level and be clearly understandable via radio communication transmissions*
- *Possess the capacity to acquire a good working knowledge of all aspects of the job; and be able to successfully complete a written, validated examination indicative of their ability to understand and perform the assigned duties*
- *If served in a branch of the military service: Honorably discharged*
- *Must not have been terminated from any previous employment for other than honorable circumstances, unless documented extenuating circumstances can be demonstrated*
- *Provide a contact telephone number, have access to reliable transportation, and be available in the event of an emergency*
- *Able to operate under stressful situations*
- *Possess basic computer skills and/or security systems knowledge as required by the position*



Qualifications and Experience

Offering a unique combination of personnel, project management, risk management and technology solutions, G4S focuses on advancing the safety and security of Governments and businesses, ensuring the security of key assets—people, property, products and reputation. What makes us different is that we first seek to understand your overarching organizational objectives, and only then do we design a customized security solution to help you achieve those goals.

With operations in more than 125 countries, more than 657,000 employees worldwide, including more than 50,000 in the U.S., G4S has grown to be the leading provider of security services to federal, state and local governmental agencies, as well as a diverse customer base of non-government entities that include: financial institutions, energy and utilities, chemical/ petrochemical, healthcare, industrial and manufacturing, ports and airports, transit, residential, commercial real estate and retail.

Previously as The Wackenhut Corporation, and now as G4S, we have been performing the services required by this RFP since 1954. Currently, we provide more than 60,000 hours per week (3,120,000 hours per year) of services to City, State and Local Governments throughout the country, including several contracts that have been running for more than 30 consecutive years. From Federal, State, County and City services, we have developed the expertise to meet any challenge and the expectations of clients who depend on professional security services from a proven provider.

Within the public sector, some of our clients include:

Client Name & Location	Hours Per Week (approx.)	Start of Service
Metropolitan Government of Nashville and Davidson County, Nashville, TN	6900	December 1992 (Courts) May 2007 (Total Portfolio)
Mecklenburg County, NC	1300	October 2008
City of Raleigh, Raleigh, NC	100	September 2007
Department of Homeland Security – Federal Protective Services, Albany, NY	6230	October 2002
Jacksonville Sheriff's Office, Jacksonville, FL	3450	November 2004
City of Jacksonville, Jacksonville, FL	1800	October 2002
City of Portland, Portland, OR	1675	November 2011
City of San Diego, San Diego, CA	1450	April 2000
Broward County, Ft. Lauderdale, FL	1075	January 2007
Orange County Corrections Department, Orlando, FL	1050	September 2007

Charleston Area Office

Our Charleston office is a highly respected office with-in the G4S Corporation. The Charleston area office is a part of the Mid-Atlantic region, consisting of 21 offices across 7 states. The Mid-Atlantic region provides security support to 372 clients and has revenues of more than \$200M annually.

Best-in-Class Personnel

Our Security Officer program provides the most qualified officer skill level and expertise for your security needs. Through G4S' extensive recruiting procedures, selection process and training programs, our Officers provide the best physical security the industry can offer. Their appearance, attitude, knowledge and performance provide the professionalism you both expect and deserve.

World Renowned Training

G4S' Security Officers receive world-class training developed by our G4S North America Training Institute (NATI), which was recently named one of The American Society for Training & Development (ASTD) top business training organizations. G4S is the **ONLY** security services company to win this prestigious award.

Innovative Technology

G4S is committed to providing the State of West Virginia with the training that makes our Officers more efficient and more accountable, while providing critical information in real time. G4S is the only company that has made the strategic investments necessary to acquire and develop capability-building expertise that bring together security personnel, software solutions and technology to improve business processes for customers like the State of West Virginia. Owning these capabilities means we do not have to rely on third-party companies or partners to respond to your needs but we can develop, adjust and adapt our solution as your needs change and evolve.

Safety Program & Emergency Preparedness

G4S is first and foremost a security company and we understand the State's desire to partner with a security organization that can fully support you in the event of an emergency. By definition, our business requires that we remain fully operational through all matters of catastrophe and disaster, and we have the proven experience, manpower, financial resources and processes in place to provide emergency services that address any emergency or disaster situation.

Quality Assurance & Certifications

G4S' Quality Assurance Program has evolved over the years to create more efficient and effective operations, including ISO 9001:2008 registration, which provides an objective third-party quality assurance of our policies, procedures and operations. G4S has achieved ISO registration in these key organizational areas:



- *G4S North American Training Institute & Human Resources*
- *Strategic Accounts Group*
- *International Accounts Division (IAD)*

Key Differentiators (How We Do It Better)

As the number one provider of security services for U.S. Government, G4S fully understands the role of security in sensitive environments such as the State's facilities. Like environments have entrusted G4S with the care and protection of their property and personnel for many years, due to our proven experience and demonstrated capabilities in developing effective security programs designed to mitigate the threats presented by the nature of the business conducted within these facilities.

The G4S program has been designed to not just meet the State's minimum requirements but to exceed expectations by delivering a process committed to identifying cost saving opportunities. We do this by continuously evaluating manpower needs versus technology enhancements, which are designed to reduce risk, optimize security and ensure compliance. An effective security program is never a passive activity. Providing the State with a program founded on a continuous improvement process is what distinguishes G4S from all other providers. Providing a strategic combination of people, process and technology, G4S' approach meets the State's needs by maximizing your security resources to produce measurable results and return on investment.

Awards & Recognitions

G4S has received a number of prestigious awards and recognitions over the years. Some of the most recent include:

Company Experience & Employee Leadership

- The 2010 IOMA "Security Guard Firm Ratings & Benchmarks Report" recognized G4S as the #1 rated Security Firm scoring 1st in 14 of 22 categories and receiving the highest overall and individual scores of all rated security firms.
- G4S Security Officer of the Year, Igor Kovacevic, received the Brownyard Award for Meritorious Service at the 2010 ASIS Foundation Dinner.
- In 2009, G4S' Human Resource, Training Institute, Strategic Account Group International Accounts Division, and Justice Services achieved ISO 9001:2008 registration.

Technology

- G4S' Secure Trax™ system received "Product of the Year" Award at the 2009 Government Security Conference (GOVSEC).
- G4S' RISK360™ Incident management system received "Product of the Year" Award at the 2011 Government Security Conference (GOVSEC).



Training

- Named a Top 125 Training Organization by Training Magazine from 2007 to 2012.
- Named a Top Business Training Organization in the nation by the American Society for Training and Development (ASTD) in 2009.
- G4S North America Training Institute awarded the APEX Award of Excellence for interactive training in 2008.

Recruiting

- G4S secured two prestigious honors at the 2011 Online Recruitment Industry awards
 - "Best Candidate Service" for our highly innovative online career center
 - G4S' Group Head of Resourcing, Colin Minto, received the "Industry Personality of the Year Award" for his outstanding contribution to online recruitment
- Named a Most Valuable Employer (MVE) for Military™ by CivilianJobs.com in 2009-2012.
- Named a Top 50 Military-Friendly Employer by G.I. Jobs (www.gijobs.com) in 2011, 2010 and 2008.

G4S has developed a web-based check-in/check-out application that provides real-time monitoring of arrival and departure times at security posts. The application allows security officers to sign in and out of their assigned shift over the internet using a pre-designated PC or a Secure Trax PDA unit (detailed on page 14); thereby supplementing or completely eliminating the need for paper time records such as daily time and attendance logs. The Electronic Time & Attendance tool recognizes security officers by a combination of their Personal Identification Number (PIN) and a portion of their Social Security Number. Security officers simply key in their identification number, select the appropriate post name and shift from a drop down list, review their identification information along with the project details and click "yes" to confirm sign-in.

With the resources in place today, globally, nationally and in Charleston, WV, G4S is ideally suited to continue to provide the security services to the State of West Virginia.

Quality Control

AUTOMATED TIME AND ATTENDANCE

The application is more than just a web-based sign-in sheet. It includes a notification system that will automatically notify the appropriate supervisor and the G4S Communications Center if there is a missed check-in for immediate resolution. Additionally, the application works in conjunction with G4S' Labor Scheduling System, incorporating scheduled shift assignments into the Time & Attendance process. All Time & Attendance Data is stored and viewed directly within the Labor Scheduling System; automatically integrating Time & Attendance data with the payroll and billing functions.

Electronic Time & Attendance also captures reasons codes for early and late check-in times that are utilized for reporting. All reporting is available through the Customer Portal showing any open posts, minutes open, compliance percentage as well as a detailed incident/case log report with resolution and notification records.

The Electronic Time and Attendance application supports the G4S Green Initiatives and provides the State with additional benefits, including:

- *A reduction in paper*
- *Improvement in accuracy of invoicing through reduction in errors caused by paper reporting and data entry*
- *A reduction in administrative efforts, thereby increasing efficiency and productivity*
- *Enhanced reporting on time and attendance*
- *Ensures continuous coverage of posts*
- *Easily auditable compared to paper forms increasing contract compliance*

LABOR SCHEDULING SYSTEM

The G4S proprietary state-of-the-art Labor Scheduling system provides our field personnel with an automated and standardized tool that supports the key function of scheduling security officers to meet individual customer staffing requirements. An experienced team of schedulers designed the functionality that allows the field personnel to manage our key business issues (non-billable overtime, customer satisfaction, and employee turnover). The application is Windows TM based, which allows for point-and-click and cut-and-paste functionality. Below is a list of the Labor Scheduling system's principal features:

- **Scheduling Based on Security Officer Availability**

The system keeps track of each security officer's total hours per week across all accounts. Once a security officer's total hours exceed 40 hours per week, they are considered to be in overtime or unavailable and their records are highlighted throughout the scheduling system. This gives the scheduler the opportunity to make a scheduling change (adjust the security officer schedules going forward in that

week) in order to avoid overtime. In addition, this allows the scheduler to quickly identify those security officers that are currently in an overtime posture and those security officers that haven't yet worked a full 40 hours when selecting a security officer to cover an open post.

- **Scheduling Based on Job Experience**

The system keeps track of how many times a security officer has worked on an account in the past and the total hours worked. When selecting a security officer to cover an open post, this allows the scheduler to quickly identify those security officers who have experience with that client.

- **Security Officer Dismissal Maintenance**

The system allows schedulers to dismiss security officers from working particular accounts and captures the reason why. The system prevents the scheduler from scheduling a security officer to work an account that he has been dismissed from.

- **Recognition of Scheduling Conflicts**

The system keeps track of when a security officer is working across all accounts. When a security officer is being used on many accounts, the system recognizes when he is scheduled at multiple locations for the same period of time. Again, the security officer's records are highlighted through the scheduling system to alert the schedulers that there is a scheduling conflict.

- **Summary Status Screen**

A one page summary status screen is available to the scheduler, so that he can easily and quickly view all of the scheduling conflicts and open posts that exist for all of the accounts he is responsible for.

- **Master Schedules (Permanent Assignments/Actual Schedules/Temporary Assignments)**

Through the use of master schedules, the scheduler can permanently assign security officers to particular accounts and shifts. Each week, the master schedule is rolled over to an actual schedule where updates are made to account for temporary changes in assignments. The master schedule remains untouched by the weekly updates and is used to ease the creation of future actual schedules. By allowing schedulers to define multiple master schedules, the system helps the scheduler manage schedules that are on a weekly or monthly rotation.

- **Automated Interfaces with Human Resources, Client Contract Management, and Payroll Systems**

The automated interfaces into Labor Scheduling eliminate the dual entry of employee and job data. This allows for minimal required maintenance by the scheduler within the scheduling system. The automated interfaces out of Labor Scheduling also eliminate the dual entry of payroll time, which may decrease the amount of payroll and billing errors that may be caused by time entry keying errors.

G4S Emergency Services

G4S is also capable of providing Emergency and Disaster Services in order to respond to the State of West Virginia security needs in the event of an emergency such as a strike or a natural disaster. There is no charge to our clients for this agreement, unless they actually need to activate the service and deploy officers in times of emergency.

With a network of over 110 U.S. offices, G4S is able to provide an excellent base for strong and prompt operational, administrative and logistical support to our client facilities in the event of a strike, natural disaster or other emergency situation. The State of West Virginia will have access to our specialized disaster and emergency services through our standard Disaster/Emergency Services Agreement, which allows us to respond quickly to the State's needs in the event of a disaster, thus supporting the State's business continuity. G4S has an established Emergency Operations Plan to include 600+ qualified personnel that are well trained, pre-equipped and capable of being accessed and deployed on short notice. This team, known as our Emergency Response Team, will be activated in order to respond to any of the State of West Virginia's emergency events.



In order to respond to these types of requests, G4S has developed contingency planning to include activation of the Emergency Operations Center (EOC). This permanent center of operations has been established to provide efficient deployment of personnel and effective coordination in support of facilitating rapid response when and where required throughout the United States. Staffed by experienced operational management, and supported with dedicated Travel representatives, service requests are received, processed and scheduled, while transportation and lodging arrangements are coordinated utilizing one synchronized progression. The EOC is outfitted with state-of-the-art electronic and communications equipment to include the Worldspan Travel Reservation System.

In the past few years, our size and commitment to our customers has been put to the test with the hurricanes that have ravaged Florida, the East Coast and the Gulf States. Although our corporate headquarters is located in Florida and has been directly impacted by these catastrophic events, we met these challenges head on and held to our commitment of best in class service and support. The following are examples of recent support G4S has provided our largest clients during a planned or emergency event:

Occupy Movement (2011-2012)

- Deployed over 800 armed and unarmed officers throughout the U.S. at various client facilities
- Coordinated all logistics including housing, transportation and equipment
- Still performing services currently

Hurricane Irene (2011)

- Deployed over 100 Security Officers throughout the Counties of New York and Massachusetts
- Completed several FEMA (Federal Emergency Management Agency) contracts in upstate New York totaling 100+ Officers

Security Training

The G4S Training Institute is ISO 9001:2008 registered

For G4S, training is more than our core competency; it's G4S' area of excellence that allows us to stand apart from our competition. Upon successful completion of the background investigations, Security Officers receive world-class training developed by the G4S North America Training Institute (NATI), including a customized plan to meet the individual security needs of the State. In addition to completing any state-legislated training requirements, all Officers will successfully complete the following:



G4S Pre-Assignment Training (40 hours)	
INTRODUCTION	Serving the Security Customer (LP-63)
BASIC PREPAREDNESS	Basic Duties of Private Security Personnel (LP-1) Shift Work, Sleep and Alertness (LP-33)
LIFE SAFETY	Fire Detection, Suppression, and Life Safety (LP-25) Accident Prevention and Investigation (LP-32) OSHA First Responder—Awareness Level (LP-48) Basic Emergency First Aid (LP-36) Emergency Response (LP-52) Patrol Vehicle Driving Safety (LP-30) American Heart Association First Aid, CPR & AED
LEGALITIES	Legal Authority of the Security Officer (LP-3) Powers of Arrest (LP-38) Search and Seizure (LP-5) Protecting Crime Scenes and Preserving Evidence (LP-4) Courtroom Testimony (LP-11)
PROFESSIONAL COMMUNICATIONS	Field Note-Taking (LP-22) Report Writing (LP-7) Two-Way Radio Operations (LP-14) Telephone Procedures and Etiquette (LP-13) Security Interviewing Techniques (LP-56)



Securing Your World

G4S Pre-Assignment Training (40 hours)	
PHYSICAL SECURITY	
Techniques of Effective Patrol (LP-6)	
Night Vision Techniques for Patrol (LP-10)	
Access Control (LP-18)	
Information Protection (LP-19)	
Protective Alarm Systems (LP-29)	
Crowd Management (LP-9)	
Bomb Threats (LP-8)	
Traffic Control (LP-12)	
Controlled Substances (LP-44)	
Library and Archive Security (LP-95)	
Courthouse Security (LP-64)	
X-Ray, Magnetometer & Personal Search Techniques (LP-87)	
INTERPERSONAL RELATIONS	
Human, Public, and Media Relations (LP-2)	
Effective Assertion (LP-72)	
Private Security and Police Relations (LP-58)	
Abnormal Behavior (LP-35)	
Violence in the Workplace (LP-53)	
On-the-Job Training	
Held on post, application of classroom lessons	16 hours
Site Specific Post Orders	
Client Specified Site Familiarization	
Annual In-Service Training	
Refresher training of site-specific post orders	16 hours
Critical topics from G4S NATI's library	

On-the-Job Training

On-the-job training (OJT) is focused on the application of skills and techniques learned through classroom training and demonstration of skills necessary to perform the tasks associated with the State's account. All assigned personnel will receive 16 hours of OJT on post which will be provided by a certified trainer or supervisor who has completed G4S' learning program, *Instruction Techniques for On-The-Job Training*. The curriculum for OJT will be strictly site-specific and will be developed only after a comprehensive job-task analysis.

Annual Refresher Training

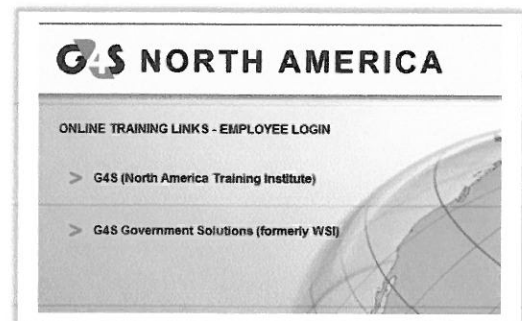
All Officers receive 16 hours of refresher training annually. Subject matter for this training consists of topics imperative to the security function and your changing security policies and procedures. We utilize the most appropriate learning modality for annual training, supported by G4S NATI's learning programs, workbooks and myriad training support materials in our online Learning Management System (LMS). Team members

also receive quarterly continuing education *Focus* publications distributed from the area office. These publications are designed to reinforce training topics including Safety, Customer Service, and Leadership.

G4S' Online Learning Management System is a secure, on-line training system with over 200 learning programs. It is continually updated with new courses and easily accessible to all G4S Officers from any computer with Internet access at <http://myg4straining.com>. After each course is successfully completed, employees receive a certificate of completion and their training record is automatically updated with the course title, date and time the course is completed.

Current online learning resources include:

- 25 interactive security training modules
- 42 Harvard University management skills programs
- 100+ Microsoft Office training courses
- 42 safety courses optional to all Officers



Career Development Training

As a *learning organization*, G4S understands the value of providing career-long learning options to our team members, as they result in greater job satisfaction, retention and professionalism. Additionally, a number of NATI's programs are recommended for college credit through the American Council on Education and award continuing education units from the University of Maryland and Colorado Technical University, which provides G4S employees a five percent tuition discount.

Professional development programs are essential components of our continuing education curriculum. This training consists of task-related training programs and materials provided by NATI through our Corporate Library. This training may be formal or informal. Although our training consultants remain available to design ad hoc programs to meet emerging training needs, the professional development programs are designed to develop overall security services skills and to promote a security mindset in our personnel.

The professional development process is ongoing. Participants who complete the programs receive a unique uniform insignia reflecting their achievement, and their names appear in the company publication,



G4S News. They also receive authorization memoranda to send to the University of Maryland to receive continuing education units.

To remain in the successful completion category, participants must continue to demonstrate superior performance on the job. We use performance evaluations and completed worksheets to evaluate participant eligibility in this category.

BACKGROUND VERIFICATION

In order to verify an applicant's qualifications and overall character, G4S conducts a preliminary background investigation on all new applicants before they are assigned to a client site. All internal background screening is conducted through the G4S National Research Center (WNRC). Many commercial firms contract with the WNRC to provide in lieu of in-house or other 3rd party sources conducting the background investigation. It is important to note that the WNRC is audited annually by the Nuclear Regulatory Commission (NRC) as it performs pre-employment screening of individuals entering restricted areas of nuclear power generating facilities

The following table describes our screening process for all G4S security personnel assigned to the State of West Virginia:

Screening Element	Description
Identity Verification	G4S initiates a social security number confirmation trace to validate the name(s) and addresses provided. This portion of the screening process also includes a check against the Specially Designated Nationals (SDN) and Blocked Persons list maintained by the Office of Foreign Assets Control (O.F.A.C.), which puts G4S in compliance with the Patriot Act and the Trading with the Enemy Act. Our system updates the list daily to ensure that all new hires are screened against the most current lists.
Employment/Education Verification	G4S verifies all activity, including prior employment and/or education for the last ten years. Periods of unemployment lasting 60 days or more are also verified. This may include character references from non-related individuals.
Criminal Records Check	G4S conducts a county of residence criminal record check for all residential addresses provided for the last seven years. Where statewide criminal record checks are available, G4S submits a request to the appropriate state agency. In addition, a multi-jurisdictional search of criminal databased records is conducted that covers courts, correctional departments, departments of parole, and sex offender registries nationwide.
Local County Criminal Records Check	G4S will conduct a local criminal history background check to include all localities of residence, employment, or of record for the past seven years. Check will validate that the applicant has not been convicted or found guilty of, or plead nolo contendere for any felony or a misdemeanor involving moral turpitude, assault and battery, damage to real or personal property, controlled substances or imitation controlled substances, prohibited sexual behavior or firearms, from which no appeal is pending. Local records check will also include Driving While Intoxicated convictions.
Drug Screen	All applicants undergo a 10-panel urinalysis test conducted by an independent drug-screening clinic. Applicants are sent to a collection location where a sample is collected and sent to a lab. The lab sends the results to our drug screening coordinator, who forwards the results to the



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Screening Element	Description
	local office. Chain-of-custody forms are used to ensure testing integrity. Due to the importance of this component of the hiring process, G4S has contracted with Quest Diagnostics to provide drug screens on a national basis.
Driver's License Check	G4S initiates a check of the applicant's driving record through the department of motor vehicles. This would reveal all traffic violations, driving-related offenses, including Driving While Intoxicated, and substantiate a valid operator's license.
Credit Report	G4S initiates a credit check to determine if the applicant is financially responsible.
Reference Check	G4S will complete at least three (3) personal reference checks completed through phone interviews.
Physical Examination	A physical is conducted by a licensed physician to determine if the applicant is physically suited to perform the duties related to being a security officer.
Psychological Examination	G4S administers the Minnesota Multiphasic Personality Inventory (MMPI) for weapons-carrying applicants prior to employment. In order to ensure the integrity of these examinations, G4S has established national agreements with providers who have been thoroughly vetted.



Securing Your World

References

Mingo Logan Coal Company

CONTACT: WILLIE BARKER

P.O. Box E

Sharples, WV.25183

Size:..... 672 Hours Per Week, Access Control, Patrolling Boundaries

Serving Since:... 1997

Contact Information: (304) 369-7507 Email: wbarker@archcoal.com

American Electric Power

CONTACT: GARY MCGRAW

P.O. Box 949

Beckley, WV. 25802

Size:..... 1,682 Hours Per Week, Access Control Patrolling Perimeters

Serving Since:... 2001

Contact Information (304) 256-2707 Email: glmcgraw@aep.com

E.I. DuPont De Nemours and Company

CONTACT: CHRISTOPHER L. GAUTIER

901 W DuPont Ave.

Belle, WV.25015

Size:..... 1,335 Hours Per Week, Access Control, Patrolling Perimeter

Serving Since:... 2003

Contact Information: (304) 357-1829 Email: Christopher.l.gautier@usa.dupont.com



Additional Information

Why Choose G4S?

G4S values our partnership with the State of West Virginia and understands the critical and unique nature of security in your operating environments. This understanding has led to a mutually beneficial relationship focused on a commitment to balancing risk mitigation, cost control and customer service. Our commitment to the State of West Virginia has been clearly demonstrated through our partnership. We are proud to be your partner and focused on providing a security program that goes beyond the traditional “man guarding” paradigm. G4S appreciates the opportunity to work with the State to furnish professionals not traditionally found in the ranks of a security services company resulting in a more dynamic, nimble, forward thinking team unmatched in the industry. The current holistic, risk based program provided by G4S has taken time to develop, but provides an unmatched program of security and business resiliency that no other competitor has replicated. Other companies are true “unknowns” concerning their ability to provide a similar 360 degree fully integrated security program. This history is important; however, the benefits of selecting G4S to continue as your provider include:

- No requirement to engage in a large scale transition of services.
- Comprehensive geographic reach that allows for complete coverage of your security requirements and a repeatedly demonstrated ability to support emergency and disaster services nationwide.
- As the world's largest security provider, unmatched ability to provide international support if needed.
- Established risk management capacity in terms of proper insurance coverage and the ability to partner in the management of claims through documented evidence of security officer activity and timely notification of property maintenance issues and incidents
- Security officer programs that allow for the deployment of the right caliber of security officer for the risk associated with the State's requirements. This allows the State to provide quality security while managing the emergency situation and controlling cost.
- Centralized web-based performance reporting through a new and improved portal that includes Key Performance Indicators (KPIs).
- In house personnel with advanced degrees, professional registrations, and nationally recognized security certifications supporting this account.
- Greater capabilities that can be leveraged to drive continuous improvement, risk mitigation and/or cost control, to include remote monitoring to offset manned guarding costs.
- As the current provider of emergency and disaster security services for many of the States across the U.S., G4S understands the history and background of the State's emergency needs.



Securing Your World

- We currently employ approximately 5,000 licensed security officers in the Mid-Atlantic Region. Enabling us the flexibility to respond to the State of West Virginia emergency staffing needs.

G4S is excited to continue our relationship of continued growth and advancement with the State of West Virginia. G4S is the most forward thinking, customer focused security program with the vision, expertise and drive to deliver the best in class security solution. We look forward to working with the State during the next contract award, not because we have done so for many years in the past but because we understand your goals, vision and business culture. We appreciate and embrace these opportunities because they provide G4S the opportunity to excel and to mature as your security provider. We stand ready to meet any and all future State of West Virginia requirements.

We will offer the best in quality service, risk management and cost control as we continue to evolve. We genuinely appreciate your consideration and are committed to doing what it takes to ensure we deliver the best security solutions program to the State of West Virginia in the upcoming years.

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

OWNER:

(Name, legal status and address)
STATE OF WEST VIRGINIA
Purchasing Division
2019 Washington Street East, Charleston, WV 25305-0130

BOND AMOUNT: Five percent of amount bid.
(5% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)
Solicitation SECSVS14 - Guard and Security Services

Project Number, if any:

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

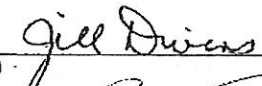

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

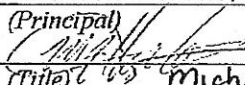
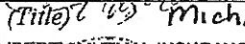
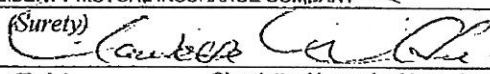
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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 14th day of April, 2014


(Witness) 
(Witness)

G4S SECURE SOLUTIONS (USA) INC.
(Principal)  (Seal)
(Title) 
LIBERTY MUTUAL INSURANCE COMPANY
(Surety)  (Seal)
(Title) Claudette Alexander Hunt, Attorney in Fact

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

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

Certificate No. 5953268

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Caroline K. Lamarre; Claudette Alexander Hunt; Joseph M. Pietrangelo

all of the city of Miami, state of FL 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 pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of January, 2013.



STATE OF WASHINGTON
COUNTY OF KING

SS

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

On this 16th day of January, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: K. D. Riley
K. D. Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation 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 Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

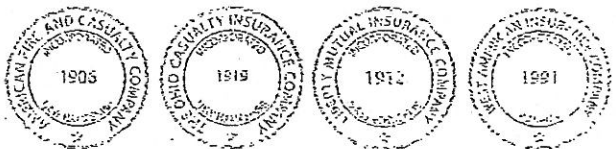
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as 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.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that 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.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of April, 2014.



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

Not valid for mortgage, no loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/23/2013

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.): (800) 363-0105
INSURED G4S Secure Solutions (USA) Inc. 1395 University Blvd Jupiter FL 33458 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: National Union Fire Ins Co of Pittsburgh	19445
	INSURER B: New Hampshire Ins Co	23841
	INSURER C: Illinois National Insurance Co	23817
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570051315393 **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			GL5302718	10/01/2013	10/01/2014	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
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY			CA 640-39-36 AOS	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
B	<input checked="" type="checkbox"/> ANY AUTO			CA 640-39-37 MA	10/01/2013	10/01/2014	BODILY INJURY (Per person)
A	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS			CA 640-39-38 VA	10/01/2013	10/01/2014	BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB						EACH OCCURRENCE
	EXCESS LIAB						AGGREGATE
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC015630735 AOS	10/01/2013	10/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WC015630736 CA	10/01/2013	10/01/2014	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Excess WC			XWC6636227	10/01/2013	10/01/2014	EL Each Accident \$1,000,000 EL Disease - Policy \$1,000,000 EL Disease - Ea Emp \$1,000,000
	OH-Statutory WC SIR applies per policy terms & conditions						

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

Contract Name: Services Contract, Service: security guard services, G4S Office: Charleston. State of West Virginia is added as an Additional Insured excluding Workers' Compensation and Employers' Liability as required by written contract but limited to the operations of the Insured under said contract, and always subject to the policy terms, conditions and exclusions. False Arrest Insurance for false arrest, false imprisonment, libel, slander, invasion of privacy in the amount of \$5,000,000.

CERTIFICATE HOLDER**CANCELLATION**

State of West Virginia Department of Administration 2019 Washington Street, East Charleston WV 25305-0130 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 <i>Aon Risk Services Inc. of Florida</i>



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services, Inc of Florida		NAMED INSURED G4S Secure Solutions (USA) Inc.	
POLICY NUMBER See Certificate Number: 570051315393		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570051315393	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
C		N/A		WC015630737 FL	10/01/2013	10/01/2014	
B		N/A		WC015630742 MN	10/01/2013	10/01/2014	
B		N/A		WC015630740 MA, WI	10/01/2013	10/01/2014	
B		N/A		WC015630739 IL, KY, NC, NH, UT, VT	10/01/2013	10/01/2014	
B		N/A		WC015630738 AZ, GA, VA	10/01/2013	10/01/2014	
B		N/A		WC015630741 ME	10/01/2013	10/01/2014	
B		N/A		WC015630743 NJ, PA	10/01/2013	10/01/2014	