

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

State of West Virginia Request for Quotation 31 — Public Safety

Proc Folder: 91315

Doc Description: Addendum No. 1-Statewide contract Security Guard Services

Proc Type: Central Master Agreement

 Date Issued
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BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

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Vendor Name, Address and Telephone Number:

G4S Secure Solutions (USA) Inc.

2333 MacCorkle Ave. Suite 200

St. Albans, WV. 25177

304-727-4608

04/07/15 11:55:34 NV Purchasine Division

Tara Lyle (304) 558-2544

tara.l.lyle@wv.gov

Signature X

FEIN# 59-0857245

DATE 4/7/2015

All offers subject to all terms and conditions contained in this solicitation

Page : 1

FORM ID: WV-PRC-CRFQ-001

		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS	S AS INDICATED BY ORDER	STATE OF WEST V VARIOUS LOCATIO	IRGINIA NS AS INDICATED BY ORDER
No City	WV99999	No City	WV 99999
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Region 1 - Limited Assignment Personnel	600.00000	HOUR	\$13.84	\$8,304

Comm Code	Manufacturer	Specification	Model #	
92121504				

Extended Description:

Addendum No. 1 - Responses to vendor questions attached. The bid opening has moved from 04/02/2015 to 04/07/2015. See attached pages.

Region 1 - Limited Assignment Personnel

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Region 1 - Probationary Guard I	1000.00000	HOUR	\$13.84	\$13,840.

Comm Code	Manufacturer	Specification	Model #	
92121504				

Extended Description:

Region 1 - Probationary Guard I

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Region 1 - Security Guard II	10000.00000	HOUR	\$13.84	\$138,400.

Comm Code	Manufacturer	Specification	Model #	
92121504				

Extended Description:

Region 1 - Security Guard II

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Region 1 - Security Guard III - Shift Supevisor	6000.00000	HOUR	\$13.84	\$83,040.

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:

Region 1 - Security Guard III - Shift Supevisor

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Region 1 - Sergeant	2000.00000	HOUR	\$13.84	\$27,680

Comm Code	Manufacturer	Specification	Model #	
92121504				

Extended Description:

Region 1 - Sergeant

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ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER			STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
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City	Unit Issue	Unit Price	Total Price
3000.00000	HOUR	\$13.84	\$41,520.

Comm Code	Manufacturer	Specification	Model #	
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Extended Description :

Region 1 - Lieutenant

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Region 2 - Limited Assignment Personnel	600.00000	HOUR	\$13.84	\$8,304.

Comm Code	Manufacturer	Specification	Model #	
92121504				

Extended Description :

Region 2 - Limited Assignment Personnel

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Region 2 - Probationary Guard I	1000.00000	HOUR	\$13.84	\$13,840.
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Comm Code	Manufacturer	Specification	Model #	
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Extended Description:

Region 2 - Probationary Guard I

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Region 2 - Security Guard II	12000.00000	HOUR	\$13.84	\$166,080.

Comm Code	Manufacturer	Specification	Model #	
92121504				

Extended Description:

Region 2 - Security Guard II

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Region 2 - Security Guard III - Shift Supevisor	8000.00000	HOUR	\$13.84	\$110,720.

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Comm Code	Manufacturer	Specification	Model #	
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Extended Description:

Region 2 - Security Guard III - Shift Supevisor

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Region 2 - Sergeant	4000.00000	HOUR	\$13.84	\$55,360.

Comm Code	Manufacturer	Specification	Model #	
92121504			- 1 - 1 · · · · · · · · · · · · · · · ·	

Extended Description :

Region 2 - Sergeant

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ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER			STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER		
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Line Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12 Region 2 - Lieutenant	5000.00000	HOUR	\$13.84	\$69,200

Comm Code	Manufacturer	Specification	Model #	
92121504				

Extended Description:

Region 2 - Lieutenant

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Line Con	nm Ln Desc	Qty	Unit issue	Unit Price	Total Price
	gion 3 - Limited Assignment sonnel	600.00000	HOUR	\$13.84	\$8,304

Comm Code	Manufacturer	Specification	Model #	
92121504				

Extended Description:

Region 3 - Limited Assignment Personnel

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Region 3- Probationary Guard I	1000.00000	HOUR	\$13.84	\$13,840

Comm Code	Manufacturer	Specification	Model #	
92121504				

Extended Description:

Region 3 - Probationary Guard I

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Region 3 - Security Guard II	10000.00000	HOUR	\$13.84	\$138,400.

Comm Code	Manufacturer	Specification	Model #	
92121504	 			

Extended Description :

Region 3 - Security Guard II

		SHIP TO	
ALL STATE AGENCIE VARIOUS LOCATION	S AS INDICATED BY ORDER	STATE OF WEST VII VARIOUS LOCATION	RGINIA NS AS INDICATED BY ORDER
No City	WV99999	No City	WV 99999
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Line	Comm Ln Desc	Qty	Unit issue	Unit Price	Total Price
16	Region 3 - Security Guard III - Shift Supervisor	6000.00000	HOUR	\$13.84	\$83,040.

Comm Code	Manufacturer	Specification	Model #	
92121504				

Extended Description :

Region 3 - Security Guard II

		SHIP TO	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Region 3 - Sergeant	2000.00000	HOUR	\$13.84	\$27,680

Comm Code	Manufacturer	Specification	Model #	
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Extended Description :

Region 3 - Sergeant

		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS	S AS INDICATED BY ORDER	STATE OF WEST VIII	RGINIA NS AS INDICATED BY ORDER
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Region 3 - Lieutenant	3000.00000	HOUR	\$13.84	\$41,520.

Comm Code	Manufacturer	Specification	Model #	
92121504				

Extended Description:

Region 3 - Lieutenant

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VI VARIOUS LOCATION	RGINIA NS AS INDICATED BY ORDER
No City	WV99999	No City	WV 99999
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Region 4 - Limited Assignment	600.00000	HOUR	\$13.84	\$8,304
	Personnel				

Comm Code	Manufacturer	Specification	Model #	
92121504				

Extended Description:

Region 4 - Limited Assignment Personnel

7		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS	S AS INDICATED BY ORDER	STATE OF WEST VIEW VARIOUS LOCATION	RGINIA NS AS INDICATED BY ORDER
No City	WV99999	No City	WV 99999
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Region 4- Probationary Guard I	1000.00000	HOUR	\$13.84	\$13,840.

	Specification	Model #
92121504		

Extended Description:

Region 4 - Probationary Guard

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	Region 4 - Security Guard II	10000.00000	HOUR	\$13.84	\$138,400.

Comm Code	Manufacturer	Specification	Model #	
92121504				

Extended Description :

Region 4 - Security Guard II

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ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VI VARIOUS LOCATION	RGINIA NS AS INDICATED BY ORDER
No City	WV99999	No City	WV 99999
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	Region 4 - Security Guard III - Shift Supervisor	6000.00000	HOUR	\$13.84	\$83,040.

Comm Code	Manufacturer	Specification	Model #
92121504			

Extended Description:

Region 4 - Security Guard II

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	Region 4 - Sergeant	2000.00000	HOUR	\$13.84	\$27,680.

Page: 10

Comm Code	Manufacturer	Specification	Model #	
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Extended Description:

Region 4 - Sergeant

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No City	WV99999	No City	WV 99999		
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	Region 4 - Lieutenant	3000.00000	HOUR	\$13.84	\$41,520.

Comm Code	Manufacturer	Specification	Model #	
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Extended Description:

Region 4 - Lieutenant

		Document Phase	Document Description	Page
	SWC1500000012	Final \$1,361,856.	Addendum No. 1-Statewide contr act	12 of
ĺ			Security Guard Services	12

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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 RFO.
 - 2.4 "RFQ" means the official request for quotation published by the Purchasing Division and identified as CRFQ SWC1500000012 (SECSVS15).
 - 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:

- 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
- 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.
- 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, 2013.

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.

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 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.
 - 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.
 - 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 March10, 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.
 - I. 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)

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)
- 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 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.

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 conducted under the direct supervision of a qualified security guard (approved by the Agency) who has by practice and experience, a working knowledge of all of the Agencies practices and procedures relating to the safety and security matters of the site.

The Vendor shall provide evidence of the completion of such training, detailing the instruction matters covered and instruction periods in each specific area. The Vendor bears the responsibility of coordinating this instruction with the shift

supervisor to assure the required protection level is maintained at all times. Onthe-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:

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 <u>Certification of Qualification:</u>

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.

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
- Security Officer III/ Shift Supervisor shall have completed Security
 Officer I and II training and the following:
 - i. Customer Relations
 - ii. Time Management
 - iii. Basic Investigations
 - iv. Cultural Diversity
 - v. Strikes, Pickets, & Crowd Control
- d. Sergeant & Lieutenant IV/ Site Supervisor ~ shall have completed ail 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.

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 <u>Uniforms</u>

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 Hygene: 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

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

viii. Hairstyles that may be considered "fads" or "special hairstyles" or "designs" are prohibited. Hairstyles may not hinder the correct wearing of the hat.

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 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 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 <u>Subcontracts/Joint Ventures:</u>

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 For all orders, State agencies shall submit a CDO (Central Delivery Order) and a Security Guard Request Form to the Purchasing Division.
- 5.3 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.
- 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 Manag	er: Daniel Guilbault
Telephone Num	ber: 204 727 4600
Fax Number:	ber: <u>304 727 4608</u> 304-727-4198
Email Address:	dan guilbault@usa.g4s.com

CRFQ SWC1500000012

SECSVS15

Pricing Pages

Date: April 2, 2015
Vendor Name: G4S Secure Solutions (USA) Inc.
Years Providing Security Guards: 114 (1901)
Contact Person: Dan Guilbault
Phone #: 304-727-4608
Fax #: 304-727-4198

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

Guard Classification	Estimated	Hourly	Total
<u> </u>	Hours	Billing Rate	Amount
Limited Assignment Personnel	600	\$ 13.84	\$ 8,304.
Probationary Guard I	1,000	\$ 13.84	\$ 13,840.
Security Guard II	10,000	\$ 13.84	\$ 138,400
Security Guard III/Shift Supervisor	6,000	\$ 13.84	\$ 83,040.
Sergeant	2,000	\$ 13.84	\$27,680.
Lieutenant	3,000	\$ 13.84	\$41,520
	Limited Assignment Personnel Probationary Guard I Security Guard II Security Guard III/Shift Supervisor Sergeant	Limited Assignment Personnel Probationary Guard I 1,000 Security Guard II 10,000 Security Guard II 6,000 III/Shift Supervisor Sergeant 2,000	Hours Billing Rate Limited Assignment Personnel 5 13.84 Probationary Guard I 1,000 \$ 13.84 Security Guard II 10,000 \$ 13.84 Security Guard II/Shift Supervisor 5 13.84 Sergeant 2,000 \$ 13.84

TOTAL: \$312,784.

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.

CRFQ SWC1500000012 SECSVS15

Pricing Pages

Date: April 2, 2015
Vendor Name; G4S Secure Solutions (USA) Inc.
Years Providing Security Guards: 114 (1901)
Contact Person: Daniel Guilbault
Phone #: 304-727-4608
Fax #: 304-727-4198

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

	Guard Classification	Estimated	Hourly	Total
		Hours	Billing Rate	Amount
1.	Limited Assignment Personnel	600	\$ 13.84	\$ 8,304
2.	Probationary Guard I	1,000	\$13.84	\$ 13,840.
3.	Security Guard II	12,000	\$ 13.84	\$ 166,080.
4.	Security Guard III/Shift Supervisor	8,000	\$13.84	\$ 110,720.
5.	Sergeant	4,000	\$ 13.84	\$ 55,360.
6.	Lieutenant	5,000	\$ 13.84	\$69,200.

TOTAL: \$423,504.

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.

CRFQ SWC1500000012 SECSVS15

Pricing Pages

Date: April 2, 2015
Vendor Name: G4S Secure Solutions (USA) Inc.
Years Providing Security Guards: 114 (1901)
Contact Person: Daniel Guilbault
Phone #: 304-727-4608
Fax #: _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	Hourly	Total
		Hours	Billing Rate	Amount
1.	Limited Assignment Personnel	600	\$ 13.84	\$8,304.
2.	Probationary Guard I	1,000	\$ 13.84	\$ 13,840,
3.	Security Guard II	10,000	\$ 13.84	\$138,400.
4.	Security Guard III/Shift Supervisor	6,000	\$ 13.84	\$ 83,040.
5.	Sergeant	2,000	\$13.84	\$27,680
6.	Lieutenant	3,000	\$ 13.84	\$41,520.

TOTAL; \$312,784.

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.

CRFQ SWC1500000012 SECSVS15

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Date: April 2, 2015
Vendor Name: G4S Secure Solutions (USA) Inc.
Years Providing Security Guards: 114 (1901)
Contact Person: Dan Guilbault
Phone #: _304-727-4608
Fox #: 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	Hourly	Total
	<u> </u>	Hours	Billing Rate	Amount
1.	Limited Assignment Personnel	600	\$ 13.84	\$ 8304.
2.	Probationary Guard I	1,000	\$ 13.84	\$ 13,840.
3.	Security Guard II	10,000	\$ 13.84	\$138,400.
4.	Security Guard III/Shift Supervisor	6,000	\$ 13.84	\$ 83,040
5.	Sergeant	2,000	\$ 13.84	\$ 27,680
6.	Lieutenant	3,000	\$ 13.84	\$ 41,520
				4.5

TOTAL: \$312,784.

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.

WV-96 Rev. 9/11

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

- 1. <u>DISPUTES</u> Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
- 2. HOLD HARMLESS Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
- 3. GOVERNING LAW The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
- 4. TAXES Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
- 5. PAYMENT Any references to prepayment are deleted. Payment will be in arrears.
- 6. INTEREST Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
- 7. NO WAIVER Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
- 8. FISCAL YEAR FUNDING Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- 9. STATUTE OF LIMITATION Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
- 10. SIMILAR SERVICES Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- 11. **FEES OR COSTS** The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
- 12. ASSIGNMENT Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
- 13. <u>LIMITATION OF LIABILITY</u> The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 14. RIGHT TO TERMINATE Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
- 15. TERMINATION CHARGES Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16. RENEWAL Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 17. INSURANCE Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
- 18. RIGHT TO NOTICE Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- 19. ACCELERATION Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 20. CONFIDENTIALITY -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
- 21. AMENDMENTS All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA	VENDOR
Spending Unit:	Company Name: C4S Secure Solutions (USA) Inc.
Signed:	Signed: Name Trulland
Title:	Title: General Manager
Date:	Date: _April 2,2015

CERTIFICATIONAND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

G4S Secure Solutions (USA) Inc.
(Company)

General Manager
(Authorized Signature) (Representative Name, Title)

304-727-4608 / 304-727-4198 4/2/15 (Phone Number) (Fax Number) (Date)

WV-96A Rev. 12/12

AGREEMENT ADDENDUM FOR SOFTWARE

In the event of conflict between this addendum and the agreement, this addendum shall control:

- 1. <u>DISPUTES</u> Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
- 2. HOLD HARMLESS Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
- 3. GOVERNING LAW The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
- 4. TAXES Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
- 5. PAYMENT Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
- 6. <u>INTEREST</u> Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
- NO WAIVER Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
- 8. FISCAL YEAR FUNDING Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- 9. STATUTE OF LIMITATION Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
- 10. <u>SIMILAR SERVICES</u> Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- 11. <u>FEES OR COSTS</u> The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
- 12. ASSIGNMENT Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
- 13. LIMITATION OF LIABILITY The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision in the agreement limiting the Vendor's liability for direct damages is hereby deleted. Vendor's liability under the agreement shall not exceed three times the total value of the agreement. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 14. RIGHT TO TERMINATE Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
- 15. TERMINATION CHARGES Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16. RENEWAL Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 17. INSURANCE Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
- 18. RIGHT TO NOTICE Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- 19. ACCELERATION Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
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- 21. AMENDMENTS All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA	VENDOR
Spending Unit:	Company Name: G4S Secure Solutions (USA) Inc.
Signed:	Signed: Samuel Sunliane
Title:	Title: General Manager
Date:	Date: April 2, 2015



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 03/27/2015

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(les) 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 Flor 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA	<u> </u>	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS:	(866) 283-7122	FAX (A/C, No.); (800) 363-03	1.05
	ĺ		INSURER(S) AFFO	ORDING COVERAGE	NAIC #
INSURED		INSURER A:	National Union	Fire Ins Co of Pittsburgh	19445
G4S Secure Solutions (USA) Inc	c. [INSURER B:	New Hampshire	Ins Co	23841
1395 University 81vd Jupiter FL 33458 USA		INSURER C:	Illinois Natio	nal Insurance Co	23817
·	[INSURER D:			
		INSURER E:			
		INSURER F:			
COVERACES	CERTIFICATE MUMPER, \$700\$74\$020	14	-	EVICION MUNDED.	

COVERAGES CERTIFICATE NUMBER: 570057150291 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 MAY HAVE BEEN			CHITTO OTI	own are as requested
NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS	s .
A	X COMMERCIAL GENERAL LIABILITY	Y		GL2047515	10/01/2014		EACH OCCURRENCE	\$5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$5,000,000
I							MED EXP (Any one person)	Excluded
[[PERSONAL & ADV INJURY	\$5,000,000
[GEN'LAGGREGATE LIMIT APPLIES PER:					[GENERAL AGGREGATE	\$5,000,000
	X POLICY PRO-						PRODUCTS - COMP/OP AGG	\$5,000,000
	OTHER:							
^	AUTOMOBILE LIABILITY	Ÿ		CA 381-47-70 AOS	10/01/2014		COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
8	X ANYAUTO	Y		CA 381-47-71	10/01/2014	10/01/2015	BODILY INJURY (Per person)	
- 1	ALLOWNED SCHEDULED			MA			BODILY INJURY (Per accident)	
^	AUTOS AUTOS HIRED AUTOS NON-OWNED AUTOS	Y		CA 381-47-72 VA	10/01/2014	10/01/2015	PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
İ	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
ı	DED RETENTION							
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC028234486	10/01/2014	10/01/2015	X PER STATUTE OTH-	
	ANY PROPRIETOR / PARTNER / EXECUTIVE	N/A		AOS WC028234487	10/01/2014	10/01/2015	E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)	11/2		CA	,,		EL DISEASE-EA EMPLOYEE	\$1,000,000
1	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	Excess WC			XWC6636322	10/01/2014	10/01/2015	EL Each Accident	\$1,000,000
				OH-Statutory WC SIR applies per policy ter	ns & condit	ions	EL Disease - Policy EL Disease - Ea Emp	\$1,000,000 \$1,000,000

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

RE: Request for Quotation CRFO WEC1500000012 (SECSVS15) Security Guard Services, G4S Office: Charleston. State of West Virginia is included 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 is included in the General Liability policy.

CER1		O 47	101	DOM	-6
CERT	1000	LA	TUL	.LJC	-13

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

State of West Virginia Department of Administration 2019 Washington Street, East Charleston WV 25305-0130 USA

AUTHORIZED REPRESENTATIVE

Aon Risk Services, Inc of Florida

@1988-2014 ACORD CORPORATION, All rights reserved.

AGENCY CUSTOMER ID: 10515775 LOC #:



ADDITIONAL REMARKS SCHEDULE

Page of		
	Do	
	Pane	OT

AGENCY Aon Risk Services, Inc of Florida		NAMEDINSURED G4S Secure Solutions (USA) Inc.
POLICY NUMBER See Certificate Number: 570057150291		
CARRIER	NAIC CODE	
See Certificate Number: 570057150291		EFFECTIVE DATE:

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		

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. INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
С		N/A		WC028234488 FL	10/01/2014	10/01/2015	
В		N/A		WC028234493 MN	10/01/2014	10/01/2015	
В		N/A		WC028234491 MA, WI	10/01/2014	10/01/2015	
В		N/A		WC028234490 IL,KY,NC,NH,UT,VT	10/01/2014	10/01/2015	
В		N/A		WC028234489 AZ,GA,VA	10/01/2014	10/01/2015	
В		N/A		WC028234492 ME	10/01/2014	10/01/2015	
В		N/A		WCO28234494 NJ, PA	10/01/2014	10/01/2015	
				· · · · · · · · · · · · · · · · · · ·			



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 03/27/2015

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.

		If this cert	ificate is being	prepared for a party who has an insurable			perty, do not use thi	s fo	rm. Use ACORD 27 or	ACORD 28.	
PROD				••	- 1	CONTACT NAME:					
		k Services ickell Bay	, Inc of Fl	orida		PHONE (A/C. No. Ext):	(866) 283-7122		FAX (A/C, No.): (800)	363-0105	
Su11	:e 1	.100				E-MAIL ADDRESS:					
Mian	ni F	L 33131 US.	A		- 1		#. 10515775				-
					- 1	COSTOMER ID		EEO	RDING COVERAGE		NAIC#
INSUR	ED					INSURER A:	. 1 ' 2'				20281
G45	Sec	ure Soluti	ons (USA) I	inc.	l	INSURER B:					
139	Ur	iversity B	Tvd			INSURER C					
Jub	rter	FL 33458	USA		- 1	INSURER D:			····		
					1	INSURER F:					
CC	VE	RAGES		CERTIFICATE NUMBER: 570	005715			EVI	SION NUMBER:		
			SCRIPTION OF PRO	OPERTY (Attach ACGRD 101, Additional Remarks Schedule,					CION NOMBER.		
RE:	Req	uest for Q	uotation CR	FQ WEC1500000012 (SECSVS15) Securit	ty Gua	ırd Servi	ces, G4S Office:	Cł	narleston.		
IN CI	DICA RTI	TED, NOTWI	THSTANDING BE ISSUED O	OLICIES OF INSURANCE LISTED BELOW ANY REQUIREMENT, TERM OR CONDITION R MAY PERTAIN, THE INSURANCE AFFOI OF SUCH POLICIES. LIMITS SHOWN MAY H	ON OF A	ANY CONT	RACT OR OTHER I	DOC D H	UMENT WITH RESPE	CT TO WHIC	CH THIS
INSR LTR		TYPE OF I	NSURANÇE				POLICY EXPIRATION DATE (MM/DD/YYYY)		COVERED PROPERTY	LIMI	тз
		PROPERTY							BUILDING		
	CAL	ISES OF LOSS	DEDUCTIBLES	1					PERSONAL PROPERTY		
		BASIC	BUILDING						BUSINESS INCOME w/o Extra Expense		
	П	BROAD							EXTRA EXPENSE		
	Н	00000	CONTENTS			i			RENTAL VALUE		
	Н	SPECIAL						Т	BLANKET BUILDING		
		EARTHQUAKE				,			BLANKET PERS PROP	-	
		MIND						-	BLANKET BLDG & PP		
		FLOOD						_	DEPARTE DEDG & FF		
				1			į				
		INLAND MARII	NE	TYPE OF POLICY							
	CA	USES OF LOSS	1								
		NAMED PERIL	.s	POLICY NUMBER			ļ	-			
									Į		
	Ш										
	Х	CRIME		82227210 SIR applies per policy terms & condition		1/2014	10/01/2015	х	Aggregate Limit		\$6,000,000
	TY	PE OF POLICY		Sir applies per policy terms & condition	ons			х	Empl Dishonesty		\$5,000,000
	Crir	ne - Primary						x	Computer Fraud		\$5,000,000
	ļ.,										
		BOILER & MA							[
		EGOIFMENT	BREARDOWN								
								-	1		
0000				10000 404 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1		- I			<u> </u>	<u> </u>	
				(Affech ACORD 101, Additional Remarks Schedule, If a ding Third Party Fidelity	nora spac	ce is required)					
CE	RTII	FICATE HOL	.DER		CAN	ICELLATIO	ON	_			
				nia	Şi D/	HOULD ANY O	F THE ABOVE DESCRIBI F, NOTICE WILL BE	ED P	OLICIES BE CANCELLED BI LIVERED IN ACCORDANC	EFORE THE EXF E WITH THE	PIRATION POLICY
		2019 Wash	West Virgin it of Admini ington Stre on WV 25305-	et. East	AUTH	ORIŽED ŘEPRE	SENTATIVE	9	OLICIES BE CANCELLED BI LIVERED IN ACCORDANCE	Ina of S	Florida



LOC #:



ADDITIONAL REMARKS SCHEDULE Page _ of _

AGENCY		NAMED INSURED
Aon Risk Services, Inc of Florida		G4S Secure Solutions (USA) Inc.
POLICY NUMBER		das secure solucions (osa) Inc.
See Certificate Number: 570057150442		
CARRIER	NAIC CODE	
See Certificate Number: 570057150442		EFFECTIVE DATE:
ADDITIONAL DEMANUE		

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC	ORD FORM,
FORM NUMBER: ACORD 24 FORM TITLE: Certificate o	f Property Insura
INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES	certificate form for policy limits.

	TYPE OF INSURANCE	1	T	DOT LOW ENDINGS		
insr Ltr	TYPE OF INBURANCE	POLICY NUMBER	DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	CRIME					
A		82227210	10/01/2014	10/01/2015	Transit Limit	\$5,000,000
		SIR applies per policy term	& conditions		Credit Card	\$10,000,000
					SIR	\$175,000
			:			
			<u>'</u>			



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 3/23/2015 to 2/29/2016 unless suspended or revoked prior thereto, in accordance with the provisions of the West Virginia Code.

This license cannot be transferred.



Marin Climan

Natalie E. Tennant

West Virginia Secretary Of State

Given under my hand and the Great

Saul of the State of West Dirginia

on Monday, March 23, 2015

30521

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

Document Code: CNG

Phone: 304-558-6000 866-767-8683

Visit us online or validate this document:

www.wvsos.com

(Rev. December 2014) Department of the Treasury

Request for Taxpayer Identification Number and Certification

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

HACKE	nevale service						- 1				
	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blat	nk.	-								
	G4S Secure Solutions (USA), Inc										
લં	2 Business name/disregarded entity name, if different from above										
page											
Print or type Specific Instructions on pa	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate				ce	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):					
	single-member LLC					Exempt payee code (if any)					
	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)					Exemption from FATCA reporting					
	Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.					code (if any)					
	Other (see instructions)						(Applies to accounts maintained outside the U.S.)				
₽	5 Address (number, street, and apt. or suite no.)	Reque	ster's	nam	e and	addre	ss (opi	tional)		
960	1395 University Blvd										
Ø	6 City, state, and ZIP code.										
See	Jupiter FL 33458										
	7 List account number(s) here (optional)										
	, , , , , , , , , , , , , , , , , , , ,										
Par	Taxpayer Identification Number (TIN)										
		or mid	So	veial «	ecuril	or salan	nher				
backu	our TIN in the appropriate box. The TIN provided must match the name given on line 1 to withholding. For individuals, this is generally your social security number (SSN). However	avoiu r. for a		T		7 700	IBURG1	1			1
reside	nt alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For ott	ner				-1		-	- 1		
	s, it is your employer identification number (EIN). If you do not have a number, see How to	get a						1 [ل_ا
11/N or	page 3.		or	:		-10					7
	If the account is in more than one name, see the instructions for line 1 and the chart on pa	ge 4 for		nploy	er idei	nunca	ation n	יטוויטו	ear.		4
guidei	nes on whose number to enter.		5	9	_	0 8	5	7	2	4 5	
10 000 00 000							Ш				<u></u>
Pari	Certification										
	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 num	ber t	o be	issue	d to r	те); а	nd			
Ser	n not subject to backup withholding because: (a) I am exempt from backup withholding, or vice (IRS) that I am subject to backup withholding as a result of a failure to report all intere onger subject to backup withholding; and	r (b) I have st or divid	e not dend:	bee s, or	n notii (c) the	iied b ∍ IRS	y the has n	Inter otific	nal R ed me	evenu that	ie I am
3. Lar	a U.S. citizen or other U.S. person (defined below); and										
4. The	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA repor	ting is co	rrect								
Certifi	cation instructions. You must cross out item 2 above if you have been notified by the IRS	that you	are	curre	ntiy s	ubjec	t to b	acku	p wit	hhold	ing
pecan	se you have failed to report all interest and dividends on your tax return. For real estate tra	nsactions	iter	n 2 d	loes n	ot ap	ply. F	or m	ortga	ige	_1
interes	t paid, acquisition or abandonment of secured property, cancellation of debt, contribution tly, payments other than interest and dividends, you are not required to sign the certification	sto an in	GIVIG	uaire Petro	etirem rovide	em a	rrange	emei ect T	N S	A), an	CI i
	tions on page 3.	ori, our ye	JQ 1116	aor b	1 OATOR	, ysou	COITE	SOL 1	1145 0	OO. 11 N.	•
Sign					10	ارد	<u></u>				
Here	U.S. person	Date >	1		- 1 h		<i></i>				
Gen	erai Instructions • Form 1098 (home the first)	mortgage i	intere	st), 1()98-E (stude	nt loar	ı inter	est), 1	098-T	

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

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

Purpose of Form

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

- . Form 1099-INT (interest earned or paid)
- . Form 1099-DIV (dividends, including those from stocks or mutual funds)
- . Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- * Form 1099-B (stock or mutual fund sales and certain other transactions by
- * Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

AIA Document A310™ – 2010

Bid Bond

Mag.

CONTRACTOR:

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

SURETY:

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

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

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

OWNER:

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

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

PROJECT:

Signed and sealed this

(Name, location or address, and Project number, if any)
RFQ CRFQ SWC1500000012 (SECSVS15) - Security Guard Services

27th

Project Number, if any: n/a

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.

day of March, 2015

(Witness)

G4S SECURE SOLUTIONS (USA) INC.

(Principal)

(Title) John Sunner, Vice President, General Councel,

LIBERTY MUTUAL INSUFANCE COMPANY

(Supery)

(Seal)

(Witness)

Matthew Tahbaz

(Title)

Claudette Alexander Flunt, Attorney in Fact

This Power of Attorney Ilmits 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. 6774835

American Fire and Casualty Company The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company West American Insurance Company

DOMED OF ATTORNEY

	1. Oruz, Claudette Alex	xander Hunt; Jacqueline Jorg	dan Hampton	t to and by authority herein set forth, does here	
all of the city of Miami and deliver, for and on its bi be as binding upon the Com	state of <u>FL</u> ehalf as surety and as its ac	ct and deed, any and all undertakin	ngs, bonds, recognizances and o	e and lawful attorney-in-fact to make, execute, other surety obligations, in pursuance of these Companies in their own proper persons.	seal, acknowle presents and
IN WITNESS WHEREOF, the	his Power of Attorney has b			nies and the corporate seals of the Companies	s have been afi
1906	1919	1991		American Fire and Casualty Co The Ohio Casualty Insurance C Liberty Mutual Insurance Comp West American Insurance Comp	Company Pany
STATE OF PENNSYLVANIA				David M Carey, Assistant Secretary	у
Jasuaity Company, Liberty i	Mutuai Insurance Company,	fore me personally appeared Dav y, The Ohio Casualty Insurance Con ain contained by signing on behalf o	mpany and West American Insu	ed himself to be the Assistant Secretary of a arance Company, and that he, as such, being a sa duly authorized officer	American Fire authorized so to
		my name and affixed my notarial se		ylvania, on the day and year first above written	

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 David M. Carey, Assistant Secretary to appoint such attorneys-infact 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, Gregory W. Davenport, 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

Gregory W. Davenport, Assistant Secretary

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.

Not valid for mortgage, note, loan, letter of credit