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WV Purchasing Division



MONTICOLA SECURITY, LLC

Security Guard Services

Doing Business in WV, KY, Ohio and Florida since 2018



Tim Tucker
Tim@MonticolaSecurity.com

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Monticola Security

11 Putney St.

Charleston, WV 25306

General Requirements

Qualifications and References

Monticola Security has been in business since August 2018. Providing 24-hour, seven days a week, security Guard Services in both West Virginia and Kentucky. Please find attached Letters of recommendation from all four Regions.

Tucker Security, LLC DBA Monticola Security

Established August 2018

Tim@Monticolasecurity.com / Debra.Black@Monticolasecurity.com

Main Office: 304-595-1500 Fax: 304-595-2500

Chief Operating Officer: Tim Tucker 904-806-7027

Operations Manager: Josh Hall 304-747-8920

Senior VP of Operations: Kim Tucker 912-414-9101

FEIN: 83-145-2103

Monticola Security has employed up to 150 employees and continues to grow. Monticola provides Guard Services 24 hours a day, seven days a week.



Experience:

Law Enforcement

The Chief Executive Manager of Tucker Security LLC, Tim Tucker (DBA Monticola Security), has over 25 years of experience in Law Enforcement and 15 years of experience in private security. Mr. Tucker started his Law Enforcement career in the US Army, where he was a Military Police Officer for three years. After his honorable discharge, he returned to Charleston, WV. In 1983 Mr. Tucker joined the Charleston Police Department (CPD), where he served for 23 years, retiring as a captain. Starting with the CPD as a patrol officer for seven years. Mr. Tucker was then assigned to the Metro Drug Unit (MDENT), where he stayed for six years. After leaving the MDENT, he returned to the Patrol division as a shift Sergeant, supervising the activities of patrol officers. Mr. Tucker was then promoted to Lieutenant and worked as Shift commander and, later, as Patrol Division Commander, then as Traffic Division Commander before being promoted to Captain, where he became the Special Operations Bureau Chief and retired.

Mr. Tucker and his wife, Kim Tucker, founded Tucker Consulting LLC in 2015 and became the Franchise of Arrow Security. After a successful three years association with Arrow, they left the Franchise and reopened as Tucker Security, LLC. Starting from scratch, the Tuckers grew the company Quickly and have become one of the leading security providers in WV and KY.

Scope of Work:

General Staffing:

Monticola Security will provide qualified, trained Security with experience /training in the following areas:

- Buildings, facilities, grounds, parking, and right of way for employees, visitors, customers, and vendors.
- Emergency response
- Patrol/rover monitoring services
- Reporting damages, leaks, falling debris etc.
- Access Control
- Technical control station monitoring
- Dailey brief (DAR)
- All other security/monitoring services as needed.

Monticola Security will provide services 24 hours a day, 365 days per Year as required. With a 24-hour phone system, Monticola turnaround on a staffing request is less the 48 hours. Monticola prides itself on having one of the fastest response times in the industry. The agency will be notified immediately if the request cannot be filled.



Special Staffing:

Monticola Security is experienced in rapid staffing of officers for special events by cross training our best employees with the requirements of other client contracts. We have never failed at staffing a special event when required. In the rare event this was to ever occur Monticola would contact the Client immediately.

Emergency Staffing:

When an emergency occurs, additional security is required. Monticola maintains a list of qualified officers to support these occasions. Monticola management staff will step in and cover the emergency until qualified officers can be found to relieve them. If the emergency cannot be covered Monticola will inform the requesting agency within 2 hours of the submitted request.

Security Guard Locations:

Monticola Security is qualified, and experienced and has provided references for region #1, Region #2, Region #3, and Region #4

Independent Contractor:

Monticola understands and agrees that we are an independent contractor and accept the requirements necessary to perform the function of a commercial security guard service at a professional and sustainable level of service.

Turnover Control:

Monticola Security currently maintains a turnover rate of less than 25%. Should we have a turnover that exceeds 30% in one Quarter, we will provide all training previously provided to ensure that the replacement guard(s) possess an equal or greater skill level to the Guard(s) that have terminated services either willingly or by the decision of Monticola Security. We have a zero-tolerance policy for harassment or weakening among trained, qualified Security Guards.

Transitional Reporting and Staff Contact:

Monticola Security will provide the State Purchasing Department with a complete list of all locations utilizing our Security Services within 15 days but not more than 60 days before the cancellation of this contract. We are willing to provide a complete list of contact information for all guards currently working to secure a site for the state. We agree to allow the winning bidder in subsequent bids to contact our personnel before the expiration of our contract to discuss future employment.

Replacement of Equipment Provisions:

We agree to bear the cost of repair or replacement of any equipment provided by the state that is proven to be inoperable due to misuse or abuse by our employees. We will provide any training needed to operate all equipment in a standard, safe, and effective way. If an investigation finds the damage is due to normal wear and tear, Monticola will NOT be responsible for repairs or replacement.



Reporting Requirements:

Reporting and Documentation of Incidents:

All guards are trained in Observation Detection, and Documentation, including Report Writing and the purpose of a report. The types of reports are listed here but not limited to:

- Event-specific reports
- Dailey Report (DAR)
 - Shift reports
 - Vehicle Entry reports
 - Visitor Log
 - Crime/Incident reports
 - Identification of involved parties
 - Statements from involved parties recorded.
 - Observation made by the officer.
 - Physical evidence observed by the officer.
 - Physical evidence
 - Description of elements of a crime/incident
 - Summary of crime/incident
 - Support for prosecution
 - Special Activity Logs
- Characteristics of an influential report
- Notetaking

General Reporting Requirements:

Monticola will supply the Agency with written reports at the discretion of the Agency.

Required Reports, Report Contents, and Due Dates:

Billing Reports: Monticola Agrees to send a billing to each agency that uses security services on Tuesdays bi-weekly.

Personnel Turnaround Report: Once a quarter on the 10th of the month, Monticola will submit a turnaround report. This report will include the percentage of turnover experienced in the security guard services provided to the agency for each quarterly period.

Summary of Service Report: Monticola agrees to provide an hourly report to each agency receiving services on the 10th day of each month. This report will include a listing of hours of service performed by post, a summary of the service provided, and the compensation rate paid.

Training Report: On the 10th day of each month, Monticola will provide each agency receiving service with a training report. This report will contain Name of Guard completing the training, designation of on-the job or classroom, number of hours trained, and topics covered.

Proof of License Renewal and Insurance: Each year on November 10th of the contract, Monticola agrees to provide proof of all applicable licenses and insurance to each agency receiving services.



Compliance and Noncompliance Reporting: Monticola agrees to adhere to the requirements set forth and shall notify the agency of any noncompliance prior to the occurrence, when possible, and no later than five business days after the occurrence.

Employment Reporting: Monticola on a regular basis will provide the agency with a list of all employees. When requested will also provide a list of guards assigned to the contract and any potential candidates for assignment or temporary assignment.

Security Guard Requirements:

Candidate Minimum Qualifications:

Each Potential candidate will be 18 years of age or older and have a high school diploma or equivalent (GED). If assigned to operate a motor vehicle candidates must have a valid driver's license. A background check is required for every potential candidate. Monticola agrees to require a physical examination and drug screening. Potential candidates will have to pass a physical fitness test and complete all required training. Candidates must pass a written, validated examination that has been developed by Monticola Security.

Background Check:

All Potential Security Guards will first have a complete background check provided by Hireability. The background check includes:

- A Credit Check
- Confirmation from previous employment
- Verification of references
- Criminal records both State and Federal
- Drivers license verification and background
- Fingerprint validation by WVA State Police

All Security Guards must have no record of conviction for criminal offenses, either State or Federal, and credit reports will be acceptable by the agency. If a potential guard does not clear a background this is the final step.

Monticola also agrees to provide a copy of the fingerprint validation report to the agency once a guard is assigned to this contract. Monticola will also provide a copy of the background to the agency for consideration prior to assigning the guard to this contract.

Physical Examination, Drug Test, and Physical Fitness Testing:

Physical Examination:

All security Guards assigned will be sent, prior to assignment, to a licensed Medical Provider in their region for a Physical examination. Potential guards will be found free from any hearing, sight, or Physical limitations, as required by contract prior to being assigned. Monticola agrees to annual Physicals of all guards assign to this contract.



Drug Testing:

Monticola Security is a drug-free workplace and requires all new employees to submit to a minimum of a 5-panel Drug Screen.

Monticola has a random drug screen policy that encompasses a minimum of 10% of our staff (some current contracts such as MSHA require a 25% random screening, and DOT requires 50% random screening) Monticola also performs for cause drug screening as needed.

Our Drug free workplace policy is available for your review upon request.

Physical Fitness testing:

Monticola agrees to have all potential guards submit to a physical fitness test. Any guard to be considered for assignment must:

- Walk or run 360 yards in 3 minutes or less.
- Ascending six floors of stairs in 2 minutes or less
- Able to lift a minimum of 45 lbs.
- Able to carry at least 45 lbs. for 100 yards min.
- Ability to extend arms up to a 90-degree angle.
- Ability to walk or stand for a min. of 4 hours.
- Ability to bend at the waist and knees (minimum 10 repetitions)

Testing Failure:

If a potential security Guard fails the Physical examination, drug screen, or Physical fitness test, the potential guard will not be considered for this contract. If a guard fails a random or annual drug screen, the guard is immediately removed from the post and replaced. If a guard fails the annual physical or fitness test, the guard will be retested within 60 days. If the guard fails for a second time, the guard will be removed from this contract and replaced, until the guard can pass the physical and/or fitness test. The Agency will reserve the right to waive physical fitness requirements in writing for specific sites.

Minimum Training Before Assignment:

Monticola agrees to exceed training for each potential security guard before assignment to this contract. Monticola will provide evidence of the successful completion of training. Monticola understands that training fees are the responsibility of Monticola Security. Training Modules are as follows:

- Security Responsibility (2 Hours)
- The Protected Environment (1.5 Hours)
- Legal Power and Limitations (3 hours)
- Standard Operating Procedures (3 hours)
- Emergency Practices (2 hours)
- Report Writing (1 Hour)
- Review (1 hour)
 - Total Hours: 13.5 Hours



Minimum Training for Limited Assignment personnel:

Monticola will provide temporary limited assignments when required. Training for temporary limited assignment is as follows:

- The security Responsibility (2 hours)
- The Protected Environment (1.5 hours)
- Emergency Practices (2 hours)
- Standard Operating Procedures (3 hours)
- Report Writing (1 hour)
 - Total Hours: 9.5 hours

Probationary Period:

Monticola Security currently requires a 90-day probationary period for all Guards of all levels. If for any reason the Agency is dissatisfied with the Guard Monticola will remove the guard and provide a replacement before the next scheduled shift. If for any reason the position cannot be covered by a replacement guard, Monticola will provide a seasoned guard until a permanent replacement can be found.

On-The-Job Training:

On-The-Job Training is provided by either a qualified Guard or the Operations Manager. The Operations Manager will have a working knowledge of all Agencies' practices and procedures as it relates to safety and security. Monticola keeps records of all training conducted during the probationary period and will provide copies to the Agencies if requested. It is the standard practice of Monticola to provide ongoing training in both On-the-job and classroom style. The supervisor on site is in continuous communication with the operations manager with updates on training. Once the probationary guard has mastered the skills required for that post the Supervisor will inform the Operations Manager and that information will be recorded in the Guard's personal files.

As mentioned before all guards are trained through the SGM Training program which includes:

- Prevention/Protection Skills
- Enforcement
- Emergency Procedures
- And Special Equipment Training

Certification of Qualification:

All guards receive accreditation for successful completion of all training, both On the Job Training and Classroom. Monticola will provide the agency with copies of the training accreditation.

Skill Level Categories:

All guards come on board as probationary Guards until both classroom hours (12.5) and On Job Training are successfully completed. At this time Monticola will evaluate the skill level and either train for the next level Guard or remain at Guard Level 1 until the skill level improves to the level of the next guard. At this time training will be provided to move to the next level. Guards that are hired with prior experience will be eligible to train for higher-level Guard positions. Once a guard is placed at any level and wishes to train for higher-level positions or meets the qualifications to do so. That guard will be



placed in the next available training class. Guard will continue at the original hourly rate until the agency requires a higher-skill Guard. All Guards must complete the entry-level Guard exam, (Probationary Security Guard 1). Once that skill level is completed for a guard to move to the next level, they must complete the skills training set forth in the SGM Training manual for Security Level 2. A Security guard that successfully passes the certifications for Security guards 1,2, and 3 is qualified for a shift supervisor position. The Guard that successfully completed all said mentioned certifications and passes all certifications for level 4 Guard will qualify for Sergeant & Lieutenant/Site Supervisor.

Performance Evaluation (Joint Evaluations):

Monticola Security has semiannual evaluation processes currently in place. The operations manager is required to perform uniform inspections on a regular basis, once a quarter as a minimum. Attached is an example of the evaluation forms Monticola is currently using. All requirements of the Agencies evaluation are part of Monticola's current Evaluation form. We are willing to adapt the form where the agency deems it necessary.

On-Site Supervisory Responsibilities (for Each Shift):

Monticola Security utilizes electronic timekeeping measures to record Guard's Start and stop times. This timekeeping system also tracks through GPS the location of the Guard for safety purposes. Site Supervisors are trained in the operations of the time tracker. They can support the Guards in the operation of time tracking. Where necessary a Time KIOSK is installed for the use of all Guards at specific locations. If there are any technical issues the Site Supervisor or Operations manager is unable to correct, the Office Manager can always be reached to assist in those issues.

Shift Continuity:

Where 24-hour coverage or shifts are required, Guards are trained during the Patrol section of training to Orientate the relieving Guard, not to leave before end of shift if relieving officer fails to show, the on-duty officer must contact the Supervisor and Operations Manager and remain on post until relieved. Guards are trained not loiter once you have oriented the relief and always leave the post clean.

Alternate Replacement Personal:

Monticola maintains a level of security staff of all 4 security skill levels. We are experienced in adapting and shifting for additional shifts. In these instances, Monticola and the Agency will evaluate the skill level requirements and pre-screen practices required based on the lead time of request and the nature of the assignment.

Uniforms:

The Monticola uniform consists of both long and short sleeve shirts, Light Blue in color. With Monticola Logo patch and security Guard Badge. Guards are provided with Black BDU, a windbreaker lite weight jacket, a winter parka, a ball cap, and/or toboggan. Guards are required to wear black shoes and a black belt. The uniform Picture and sample badge are attached.

Personal Appearance:

Monticola has a very strict policy for the appearance of the guards. We believe that the guards are the face of Monticola Security, and we stress that with the guards. Uniform inspection is part of that policy. If a guard is counseled for appearance, disciplinary action, up to and including termination will occur. Monticola agrees with all the Agencies Appearance and Personal Hygiene policies (these policies



are currently in our employee handbook) for male and female guards as they are set forth in the request for quotation.

Prohibition Against Gratuities:

Monticola has not and will not employ any company or persons other than a bona fide employee working solely for Monticola Security. Monticola has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of the contract.

Certification Related to Lobbying:

Monticola Security 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, Monticola Security shall complete and submit a disclosure form to report the lobbying. Monticola Security 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 the fact upon which reliance was placed when this contract was made and entered.

Subcontracts/Joint Ventures:

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

Record Retention (Access & Confidentiality):

Monticola Security Complies with all applicable Federal and State of WV rules and regulations, and requirements governing the maintenance rendered under this contract by Monticola Security.

It is the policy of Monticola Security, in concordance with State and Federal laws to maintain all Employee records for 5 years. Monticola agrees to make available to the State of WV personnel at 11 Putney St, Charleston, WV during normal business hours (9 am to 5 pm Mon thru Friday). Request records will be presented to the state within 10 business days of receiving a written request.



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ SWC23*014

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

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

Addendum Numbers Received:


(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Monticola Security

Company



Authorized Signature

April 19, 2023

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/18/2023

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

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or 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 Venture Pacific Insurance Services 111 Corporate Drive #200 Ladera Ranch CA 92694	CONTACT NAME: Tracy Mullins PHONE (A/C, No, Ext): 949-297-4900 E-MAIL ADDRESS: tmullins@vpisrisk.com	FAX (A/C, No): 949-297-4911
	INSURER(S) AFFORDING COVERAGE	
License#: OM63276 TUCKSEC-01	INSURER A: Summit Specialty Insurance Company	NAIC # 16889
INSURED Tucker Security LLC dba Monticola Security 15 Rio Del Norte Road Saint Augustine FL 32095	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1784522302 **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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		SCGL005000098000	2/3/2023	2/3/2024	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		SXCS005000030000	2/3/2023	2/3/2024	EACH OCCURRENCE	\$ 1,000,000
						AGGREGATE	\$ 1,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				PER STATUTE	OTH-ER
						E.I. EACH ACCIDENT	\$
						E.I. DISEASE - EA EMPLOYEE	\$
						E.I. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is included as additional insured as per attached policy form.

CERTIFICATE HOLDER State of West Virginia Department of Administration Purchasing Division 2019 Washington St E Charleston WV 25305 United States	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. AUTHORIZED REPRESENTATIVE
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/20/2023

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	INSURER(S) AFFORDING COVERAGE	
INSURED Tucker Security LLC dba Monticola Security 15 Rio Del Norte Road Saint Augustine FL 32095	INSURER A: Summit Specialty Insurance Company	NAIC # 16889
	INSURER B: Hartford Fire Insurance Company	NAIC # 19682
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1913056685 **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.

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A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		SCGL005000098000	2/3/2023	2/3/2024	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
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						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		SXCS005000030000	2/3/2023	2/3/2024	EACH OCCURRENCE	\$ 1,000,000
						AGGREGATE	\$ 1,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A				PER STATUTE	OTH-ER
						E.I. EACH ACCIDENT	\$
						E.I. DISEASE - EA EMPLOYEE	\$
						E.I. DISEASE - POLICY LIMIT	\$
B	Employee Theft - Client Premises		72BDDJA5866	4/19/2023	4/19/2024	Limit Deductible	\$500,000 \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is included as additional insured as per attached policy form.
 Proof of Coverage Only

CERTIFICATE HOLDER Proof of Coverage Only	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.
	AUTHORIZED REPRESENTATIVE

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04/18/2023

To Whom It May Concern,

My name is Brett and I am the Community Manager of The Domain at Town Centre in Morgantown WV. I am writing in reference to Monticola Security.

Almost a year ago, my property was in need of security services. We searched all over West Virginia to attempt to find a reputable security company. Within our search, we talked with many different companies, however, Monticola stood out.

From day one they have been amazing to work with. All of their staff, from the guards to supervisors, office managers, and owners, have been extremely helpful and attentive. Anytime I have had any question or concerns they have been able to quickly address the issue or question and have a resolution.

Though we have only had a relationship with Monticola Security for a year, we have no intention to changing security companies anytime soon. Their professionalism, customer service, and attention to detail have made them the perfect security company for us.

If you have any additional questions or concerns, please feel free to reach out to myself at TheDomainMGR@Greystar.com or 304.598.0700.

Regards,

Brett ASites

Brett Sites | Community Manager

Domain @ Town Centre | 5000 Domain Dr. | Morgantown, WV 26501

O 304-598-0700 | TheDomainMgr@Greystar.com | DomainMorgantown.com



331 Beechurst Avenue
Morgantown, WV 26505
Phone: (304) 291-4250

April 18, 2023

To Whom it May Concern,

Monticola Security, LLC. has provided security services for my apartment community since October 2022. They have been outstanding to ensure my residents feel at ease with uniformed personnel roaming the building who are professional and courteous. Josh has been amazing and responsive whenever an issue arises, and is quick to resolve the issue of concern.

I do recommend Monticola Security LLC. I can be reached at (304) 291-4250 or email at nathanb@corespaces.com for any further questions or concerns.

Best Regards,

A handwritten signature in black ink, appearing to read "Nathan Barkley", written over a horizontal line.

Nathan Barkley
Community Manager
State on Campus

May 27, 2022

To whom it may concern:

This letter is being written to recommend the services of Tucker Security, LLC. They have been working with me for the past year and we have always been satisfied with their services. They are willing to go above and beyond to get the service started upon request plus their prices are competitive but very reasonable.

If you have any additional questions, please feel free to contact me at 304-524-9909 (office) or 304-549-8627 (cell).

Sincerely,

A handwritten signature in black ink that reads "Ricky Bragg". The signature is written in a cursive style with a large, prominent "R" and "B".

Ricky Bragg



**CABELL COUNTY
SCHOOLS**

P.O. Box 446 • Huntington, WV 25709
2850 Fifth Avenue • Huntington, WV 25702
304-528-5000 • Fax 304-528-5080

Tim Stewart
Safety Manager
Cabell County Schools
2850 5th Avenue
Huntington, WV 25702

April 12, 2023

To whom it may concern:

Monticola Security was awarded the security guard contract for Cabell County Schools at the beginning of 2022-2023 school year and they have done a great job thus far. We have used various security guard companies over the past 18 years and I must say that Monticola has been the best one I have dealt with.

First and foremost, they have filled our security guard positions with quality individuals. Second, they are quick to respond to any problems that may arise. Josh Hall, their operations supervisor has been easy to work with and quick to respond to my requests.

I'm happy to recommend the services of Monticola Security. If you have any questions, please feel free to contact me.

Sincerely,

Tim Stewart
Safety Manager
Cabell County Schools

SUPERINTENDENT OF SCHOOLS: Ryan S. Saxe, Ed.D.

DEPUTY SUPERINTENDENTS:

Timothy Hardesty, District Operations and Support Division • Kelly Watts, Instruction and Leadership Division

ASSISTANT SUPERINTENDENT: Kim A. Cooper

BOARD MEMBERS: Rhonda Smalley, President • Mary L. Neely, Vice-President • Alyssa A. Bond • Coy Miller • Josh Pauley

Ed Coal, Inc./JMAC Leasing, Inc.
P.O. Box 900
Sandy Hook, KY 41171-0900
606.738.4010 Office
606.738.4011 Fax

May 27th, 2022

To: Whom It May Concern:

Re: Monticola Security Company

This is to serve as a letter of recommendation for Monticola Security Company. We operate surface coal mines in southern West Virginia. We have used Monticola security services for the past ten (10) plus years. Monticola offers professional security services at extremely competitive prices. Over the past ten plus years we have had several occasions come up when we would have to call Monticola for extra coverage, they have always come through with whatever we would happen to need at any time. Monticolas office and billing staff are extremely easy to work with as well. There has never been a time when we needed something, whether extra security at a job site or just had a question regarding billing that we have not been able to contact someone within the company to answer all questions. If you have any questions, or if any additional information is needed, please do not hesitate to contact me at the above telephone number.

Sincerely



Estill Horton
Office Administrator
Ed Coal, Inc.
JMAC Leasing, Inc.

May 27, 2022

Dear Sir/Madam:

We are happy to recommend the services of Monticola Security. They have been working with us for the past several year and always go above and beyond. We can call them at a moments notice and they have someone on site within the hour in most cases. We have no reservations in recommending them for any security work you would need.

If you have any additional questions, please feel free to contact me at 304-561-8208.

Sincerely,

A handwritten signature in cursive script that reads "Scott Horn".

**Scott Horn
EC Services**



April 18, 2023

To Whom it may concern:

The purpose of this letter is to recommend Monticola Security based on my own experience with the company. I used Monticola Security to provide detailed security services and labor services. I am extremely pleased with the quality of services they were able to provide. I have a standing contract with them, I also have had the privilege to work with Kim and Tim for the past 15 years and I will continue to work with them for the useable future. I can recommend them without reservation to others in need of similar services

A few examples of their high-quality services

- Monticola always provides self-motivated and well-capable employees that will achieve any goal, or task given.
- Monticola would fill in and do whatever is needed to meet your security needs.
- Monticola has a superior and professional management team.

I am very happy to recommend Monticola Security to you and know that your experience with them will be as positive as mine. If I can answer any additional questions about my experience as a customer, please feel free to contact me. My contact info is listed below and I would be more than happy to answer any of your questions.

Sincerely,

A handwritten signature in blue ink that reads 'Andrew M. Johnston'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Andrew Johnston
Health & Safety Manager
Felman Productions LLC
Work (304) 882-1424
Cell (304) 644-3007



**State of West Virginia
Agency Delivery Order**

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Date: 04-28-2022

Order Number:	ADO 0511 2744 HHR2200000133 1	Procurement Folder:	1021336
Document Name:	Security Guard Services for Randolph County DHHR Office.	Reason for Modification:	
Document Description:	Security Guard Services for Randolph County DHHR Office.		
Procurement Type:	Agency Delivery Order		
Buyer Name:	Roberta A Wagner		
Telephone:	(304) 558-0437		
Email:	roberta.a.wagner@wv.gov		
Shipping Method:	Best Way	Master Agreement Number:	AMA 0511 HHR2200000002 1
Free on Board:	FOB Dest, Freight Prepaid		

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	VC0000098845	Requestor Name:	Brian D Pauley
TUCKER SECURITY LLC 1740 EAST DUPONT AVE		Requestor Phone:	(304) 558-2810
		Requestor Email:	brian.d.pauley@wv.gov
BELLE	WV 25015		
US			
Vendor Contact Phone:	304-595-1500	Extension:	
Discount Details:			
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

INVOICE TO	SHIP TO
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF OPERATIONS ONE DAVIS SQUARE, RM 115 CHARLESTON WV 25301 US	FINANCIAL CLERK - 304-637-5560 HEALTH AND HUMAN RESOURCES BCF - RANDOLPH COUNTY OFFICE 1027 NORTH RANDOLPH AVE ELKINS WV 26241 US

Total Order Amount:	\$1,140.00
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DEPARTMENT AUTHORIZED SIGNATURE
SIGNED BY: Christopher D Halloran
DATE: 2022-04-28
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Security Guard Services for Randolph County DHHR Office.

Invoice# 3547
Invoice Date: 03/14/2022

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	92121504	57.00000	HOUR	20.000000	1140.00
Service From	Service To	Manufacturer	Model No		
2022-03-10	2022-03-12				

Commodity Line Description: Security guard services regular hourly rate

Extended Description:

Regular hourly rate

Invoice# 3547
Invoice Date: 03/14/2022



**State of West Virginia
Agency Delivery Order**

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Date: 05-03-2022

Order Number:	ADO 0511 2744 HHR2200000137 1	Procurement Folder:	1022743
Document Name:	Security Guard Services for Randolph County DHHR Office.	Reason for Modification:	
Document Description:	Security Guard Services for Randolph County DHHR Office.		
Procurement Type:	Agency Delivery Order		
Buyer Name:	Roberta A Wagner		
Telephone:	(304) 558-0437		
Email:	roberta.a.wagner@wv.gov		
Shipping Method:	Best Way	Master Agreement Number:	AMA 0511 HHR2200000002 1
Free on Board:	FOB Dest, Freight Prepaid		

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code:	VC0000098845			Requestor Name:	Brian D Pauley
TUCKER SECURITY LLC				Requestor Phone:	(304) 558-2810
1740 EAST DUPONT AVE				Requestor Email:	brian.d.pauley@wv.gov
BELLE	WV	25015			
US					
Vendor Contact Phone:	304-595-1500	Extension:			
Discount Details:					
	Discount Allowed	Discount Percentage	Discount Days		
#1	No	0.0000	0		
#2	No				
#3	No				
#4	No				

INVOICE TO		SHIP TO	
BUYER - 304-957-0209		FINANCIAL CLERK - 304-637-5560	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
OFFICE OF OPERATIONS		BCF - RANDOLPH COUNTY OFFICE	
ONE DAVIS SQUARE, RM 115		1027 NORTH RANDOLPH AVE	
CHARLESTON	WV 25301	ELKINS	WV 26241
US		US	

Total Order Amount:	\$3,260.00
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DEPARTMENT AUTHORIZED SIGNATURE
SIGNED BY: Christopher D Halloran
DATE: 2022-05-03
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Security Guard Services for Randolph County DHHR Office.

Week2
Invoice# 3558
Invoice Date: 03/21/2022

Week3
Invoice#3562
Invoice Date: 03/23/2022

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	92121504	134.00000	HOUR	20.000000	2680.00
Service From	Service To	Manufacturer	Model No		
2022-03-13	2022-03-19				

Commodity Line Description: Security guard services regular hourly rate

Extended Description:

Regular hourly rate

Week2
Invoice# 3558
Invoice Date: 03/21/2022

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	92121504	29.00000	HOUR	20.000000	580.00
Service From	Service To	Manufacturer	Model No		
2022-03-20	2022-03-21				

Commodity Line Description: Security guard services regular hourly rate

Extended Description:

Regular hourly rate

Week3
Invoice#3562
Invoice Date: 03/23/2022

REQUEST FOR QUOTATION
CRFQ SWC2300000014
(SECSVS23)
Security Guard Services

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.

Vendors should type or electronically enter the information into the Exhibit_A 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. The 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 must provide a Security Guard Request Form to the vendor. (see **Exhibit_B**).

5.2.1 Vendor shall provide an email address and fax number where orders may be sent.

5.3 For all orders, State agencies should submit an ADO (Agency Delivery Order) for any amount under \$250,000.00 or a CDO (Central Delivery Order) for any amount over \$250,000.01.

5.4 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6 MISCELLANEOUS:

6.2 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.

6.3 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

REQUEST FOR QUOTATION
CRFQ SWC2300000014
(SECSVS23)
Security Guard Services

- 6.4 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.
- 6.5 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Tim Tucker 
Telephone Number: 304-595-1500
Fax Number: 304-595-2500
Email Address: Tim@Monticolasecurity.com

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not allow a vendor to perform work on a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the state agency prior to beginning work under a contract and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Monticola Security Address: 11 Putney St
Charleston, WV 25306

Name of Authorized Agent: Tucker Security LLC DBA Monticola Security Address: 11 Putney St., Charleston, WV 25306

Contract Number: CRFQ SWC23*14 (SECSVS23) Contract Description: Security Guard Services

Governmental agency awarding contract: West Virginia Purchasing Division

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: 

Date Signed: 04/20/2023

Notary Verification

State of West Virginia, County of Kanawha:

I, Debra Eelen Black, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Take, sworn to and subscribed before me this 20th day of April, 2023

Debra Eelen Black
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: WV Purchasing Division



FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

(2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES:

(2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

- b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.
- c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION

(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT

(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia
Purchasing Division

Vendor Name: Monticola Security

By: _____

By:  _____

Printed Name: Toby Welch

Printed Name: Tim Tucker

Title: Senior Buyer

Title: Chief Operations Officer

Date: _____

Date: 4/20/2023

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
 - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
 - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
 - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
 - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
 - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
 - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
 - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
 - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

- f. **Support of Individual Rights.**
- i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
 - ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
 - iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
 - iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
 - v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. **Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. **Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. **Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. **Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. **Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencyli.htm and,

unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is named as an adverse party.

4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency: State of WV

Name of Associate: Monticola Security

Signature: _____

Signature: 


Title: Senior Buyer

Title: Chief Operations Officer

Date: _____

Date: April 24, 2023

Form - WVBAA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 17

Patrick Morrisey
Attorney General
BY _____

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: Monticola Security

Name of Agency: State of West Virginia

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

All possible Personal Health Information.

- Any and all personally identifiable information including but not limited to name, address, date of birth, Social Security Number, telephone number, and insurance information.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Tim Tucker - Chief Operations Officer

(Address) 11 Putney St., Charleston, WV 25306

(Phone Number) / (Fax Number) 304-595-1500 FAX: 304-595-2500

(Email address) Tim@Monticolasecurity.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Tucker Security LLC DBA Monticola Security

(Company)



(Signature of Authorized Representative)

Tim Tucker - Chief Operations Officer 04/20/2023

(Printed Name and Title of Authorized Representative) (Date)

304-595-1500 Fax: 304-595-2500

(Phone Number) (Fax Number)

Tim@Monticolasecurity.com

(Email Address)

State of West Virginia



Certificate

I, Mac Warner, Secretary of State of the State of West Virginia, hereby certify that

TUCKER SECURITY, LLC

was duly authorized under the laws of this state to transact business in West Virginia as a foreign limited liability company on August 06, 2018.

The company is filed as an at-will company, for an indefinite period.

I further certify that the company has not been revoked or administratively dissolved by the State of West Virginia nor has the West Virginia Secretary of State issued a Certificate of Cancellation or Termination to the company.

Accordingly, I hereby issue this Certificate of Authorization

CERTIFICATE OF AUTHORIZATION

Validation ID:0WV54_GEF3W



Given under my hand and the Great Seal of the State of West Virginia on this day of

April 20, 2023

Mac Warner

Secretary of State





SECURITY



WHEN ONLY THE BEST WILL DO

304-595-1500
www.monticolasecurity.com





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Monticola Security Handbook

Welcome to *Monticola Security*

Thank you for joining Monticola Security. You are most welcome to our team. Soon, you will find that you have entered an exciting and challenging industry. You will also realize it can be very rewarding.

Although your personal success depends entirely on you, I want to assure you Monticola Security will do everything possible to help you make a tremendous contribution to the private security industry. In so doing, I hope you will find us to be a career opportunity offering real potential in your future.

You have joined an organization that has established an outstanding reputation for quality, reliability and innovation. Credit for this goes to everyone in the company. We all hope that you, too, will find personal pride in being a part of such a highly regarded service. As you become an active contributor to your personal and professional capabilities, you will develop your talents and help improve both Monticola Security and our highly valued client. You will make a difference.

In order for you to be fully aware of the policies, rules, expectations, benefits, compensation, and answer other questions you may have, please carefully read this Employee Manual. You are responsible for reading, understanding and complying with all terms and expectations contained in this book. If you are unclear on any part of the Manual, I encourage you to discuss the concern with your supervisor. He or she is there to assist you in making your employment a successful and rewarding experience.

Again, I extend to you my best wishes for your future with Monticola Security.

Sincerely,
MONTICOLA SECURITY



Kimberly E. Tucker
CEO

NOTICE

This Employee Manual has been prepared to inform you of Monticola's history, philosophy, employment practices and policies, as well as the benefits provided to you as a valued employee.

The purpose of this manual is to provide the assigned security officers with as much fundamental information as can be written. This will include normal duties, special circumstances, rules and regulations, and responsibilities of the security force at this location.

The first requirement of all assigned personnel will be to know the contents of this manual. Study it carefully and often as operating changes could occur. If there are questions concerning the contents, contact your supervisor. He/She is there to help and provide direction.

We hope your assignment here will be a long and satisfying one.

A MESSAGE FROM MONTICOLA SECURITY MANAGEMENT

The job of a Monticola Security Officer covers a variety of interesting, as well as every day, duties. When a capable person takes the job seriously, that person will find it a challenging occupation and one of real value. It will soon be realized how important all functions are as they relate to the overall operation of our Client's facilities.

You have heard the old expression, "The first impressions are lasting impressions". The Security Officer is often the first point of contact between a Client employee and/or the Client's customers, and in some cases, the general public. The manner in which the visitor is treated may have a long range effect on our company and the Client's attitude toward security services. This, of course, includes telephone communication skills.

The Security Officer at work represents money being spent for security by the Client. A satisfied Client will recognize the benefits of this expense to their plant and will generally honor Monticola's wish to reward employees through increases in wage, benefits, etc..

The purpose of the Monticola Security Officer is to protect our Client's personnel, and other assets from theft, injury or damage. The officer is responsible for monitoring many of the Client's rules. This requires the ability to be tactful, polite and present yourself in a professional manner.

The skills required by a Monticola Security Officer are exacting and present a challenge. A knowledge of local law, company rules and regulations, criminal procedure, the use of fire fighting equipment and techniques, of safety and first aid, are all skills not easily acquired.

To all of this must be added routine post, gate, and patrol functions, being alert for pilferage, and preventing unlawful entry.

The job of a Monticola Security Officer can be dull, or it can be extremely interesting. "Attitude" is the key to successful performance. A Security Officer who is doing a conscientious job brings prestige to themselves, their company and co-workers.

Each and every Security Officer who wears the Monticola Security uniform will be expected to cooperate to the fullest extent and to provide the best service possible to our Clients. It's a matter of pride.

PERSPECTIVES OF PRIVATE SECURITY SERVICE

The primary expectations of Security Officers are to observe, investigate, and report. Security operations should be viewed as an extension of the eyes and ears of management. We will furnish them with facts and findings to alert them of issues, as well as the information needed to assist them in determining the actions to be taken.

Security Officers do not have the authority to arrest or detain anyone against their wishes. These are duties of a Police Officer who has been given very specialized training and instructions. Through our observations, investigations and reports, we will furnish them with important and necessary information to assist them in their efforts.

Police Officers enforce public laws. Security Officers inform employees and/or visitors to the Client facilities of the desires of management. A good Security Officer will never demand or lose control while attempting to provide information to an employee or visitor. As long as the Security Officer remains calm and professional, he will never be in the wrong. If someone determines they are not going to follow the policies set forth by our client and Monticola, the Security Officer should gather as much information on the incident as possible and notify the Client of the situation. The Client will be responsible for directing the Security Supervisor as to the proper action.

Some Things You Must Understand

The policies in this Employee Manual are to be considered as guidelines.

- Monticola, at its option, may change, delete, suspend or discontinue any part or parts of the policies in this Employee Manual at any time without prior notice as business, employment legislation, and economic conditions dictate.
- Any such action shall apply to existing as well as to future employees.
- Employees may not accrue eligibility for monetary benefits that they have not become eligible for through actual time spent at work.
- Employees shall not accrue eligibility for any benefits, rights, or privileges beyond the last day worked.
- No one other than the President /Vice Presidents of Monticola Security may alter or modify any of the policies in this Employee Manual. Any alteration or modification of the policies in this Employee Manual must be in writing.
- No statement or promise by a supervisor, manager, or department head, past or present, may be interpreted as a change in policy nor will it constitute an agreement with an employee.

Should any provision in this Employee Manual be found to be unenforceable and invalid, such finding does not invalidate the entire Employee Manual, but only that particular provision.

This Employee Manual replaces (supersedes) any and all other or previous Monticola Security Employee Manuals, or other Monticola Security policies whether written or oral.

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AN OVERVIEW OF MONTICOLA

Monticola Security currently maintains offices in two locations. They are:

Corporate Headquarters
15 Rio Del Norte Road St Augustine, FL 32095
Telephone: (904) 824-6237

West Virginia Office
Telephone: (304) 595-1500

WHAT YOU CAN EXPECT FROM MONTICOLA

Monticola Security believes in creating a harmonious working relationship between all employees. In pursuit of this goal, Monticola Security has created the following employee relations objectives:

1. Provide an exciting, challenging, and rewarding workplace and experience.
2. Select people on the basis of skill, training, ability, attitude, and character without discrimination with regard to age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or a disability that does not prohibit performance of essential job functions.
3. Compensate all employees according to their effort and contribution to the success of our business, per contract terms.
4. Review wages, employee benefits and working conditions regularly with the objective of being competitive in these areas consistent with sound business practices.
5. Provide vacation days to all eligible employees.
6. Provide eligible employees with health and welfare benefits.
7. Assure employees, after talking with their supervisor, an opportunity to discuss any issue or problem with management of Monticola.
8. Take prompt and fair action for any complaint which may arise in the everyday conduct of our business, to the extent that is practical.
9. Respect individual rights, and treat all employees with courtesy and consideration.
10. Maintain mutual respect in our working relationship.
11. Provide work environments that are comfortable, orderly and safe.
12. Promote employees on the basis of their ability and merit.
13. Make promotions or fill vacancies from within Monticola Security whenever practical.
14. Keep all employees informed of the progress of Monticola, as well as Monticola's overall goals and objectives.
15. Promote an atmosphere in keeping with Monticola's vision, mission, and goals.

WHAT MONTICOLA SECURITY EXPECTS FROM YOU

Monticola Security needs your help in making each working day enjoyable and rewarding. Your first responsibility is to know your own duties and how to do them promptly, correctly and pleasantly. Secondly, you are expected to cooperate with management and your fellow employees and to maintain a good team attitude.

How you interact with fellow employees and those whom Monticola Security serves, and how you accept direction, can affect the success of your department. In turn, the performance of one department can impact the entire service offered by Monticola. Consequently, whatever your position, you have an important assignment: perform every task to the very best of your ability.

You are encouraged to grasp opportunities for personal development offered to you. This manual offers insight on how you can perform positively and to the best of your ability to meet and exceed Monticola Security expectations.

We strongly believe you should have the right to make your own choices in matters that concern and control your life. We believe in direct access to management. We are dedicated to making Monticola Security a company where you can approach your supervisor, or any member of management, to discuss any problem or question. We expect you to voice your opinions and contribute your suggestions to improve the quality of Monticola. (Please take a look at the "Suggestions," Policy under Standards of Conduct section.) We're all human, so please communicate with each other and with management.

Remember, you help create the pleasant and safe working conditions that Monticola Security intends for you. The result will be better performance for Monticola Security overall, and personal satisfaction for you.

OPEN COMMUNICATION POLICY

Monticola Security encourages you to discuss any issue you may have with a co-worker directly with that person. If a resolution is not reached, please arrange a meeting with your supervisor to discuss any concern, problem, or issue that arises during the course of your employment. Any information



discussed in meetings with your supervisor is considered confidential. Retaliation against any employee for appropriate usage of Open Communication channels is unacceptable. Please remember it is counterproductive to a harmonious workplace for employees to create or repeat corporate rumors or office gossip. It is more constructive for an employee to consult his/her supervisor immediately with any questions.

OUTSIDE EMPLOYMENT

Employees may not take an outside job, either for pay or as a donation of her/his personal time, with a Client or competitor of Monticola; nor may they do work on

their own if it competes in any way with the services we provide our Clients. If your financial situation requires you to hold a second job, part-time or full-time, or if you intend to engage in a business enterprise of your own, Monticola Security must give prior approval. Before accepting any outside employment you should discuss the matter with your supervisor. It may not be possible to accommodate alternate schedules, and the demands of your supervisor to efficiently cover all shifts must take precedent.

SUGGESTIONS

We encourage all employees to bring forward their suggestions and good ideas about how Monticola Security can improve working conditions, and improve our service to Clients. When you see an opportunity for improvement, please talk it over with your supervisor. She/he can help you bring your idea to the attention of the people in Monticola Security who will be responsible for possibly implementing it.



All suggestions are valued and listened to. When a suggestion from an employee has particular merit, we provide for special recognition of the individual(s) who had the idea.

We have created a form to help you communicate your ideas and suggestions. We call it the "Bright Idea Form." You can get a copy of the form from your supervisor at any time. It's a template written to help you define the problem or situation, describe an ideal situation and your proposed solution, as well as list the requirements necessary for implementing your plan. The form also insures that you get maximum recognition for your contribution.

EMPLOYMENT

AT-WILL EMPLOYMENT

Your employment with Monticola Security is at-will. This means that neither you nor Monticola Security has entered into a contract regarding the duration of your employment. You are free to terminate your employment with Monticola Security at any time, with or without reason. Likewise, Monticola Security has the right to terminate your employment, or otherwise discipline, transfer, or demote you at any time, with or without reason, at the discretion of Monticola.

No employee of Monticola Security can enter into an employment contract for a specified period of time, or make any agreement contrary to this policy.

TERMINATION OF YOUR EMPLOYMENT

Monticola Security will consider you to have voluntarily terminated your employment if you do any of the following:

1. Resign from Monticola,
2. Fail to return from an approved leave of absence on the date specified by Monticola, or
3. Fail to report to work or call in.

You may be terminated for poor performance, misconduct, excessive absences, tardiness, discrimination, harassment, or other violations of Monticola Security policies. However, your employment is at-will, and you and Monticola Security have the right to terminate your employment for any or no reason.

CONFIDENTIAL INFORMATION

Upon accepting employment with Monticola, you were asked to sign a Confidentiality Agreement, which generally provides that you will not disclose or use any confidential information, either during or after your employment. We sincerely hope that our relationship will be long-term and mutually rewarding. However, your employment with Monticola Security assumes an obligation to maintain confidentiality, even after you leave our employ.

Additionally, our Clients entrust Monticola Security with important information relating to their businesses. This includes personal telephone numbers, operating procedures, production schedules, specifics of incidents and personnel information. The nature of this relationship requires maintenance of confidentiality. In safeguarding the information received, Monticola Security earns the respect and further trust of our Clients.

If you are questioned by someone outside Monticola Security or your department and you are concerned about the appropriateness of giving them certain information, you are not required to answer. Instead, as politely as possible, refer the request to your

supervisor. All requests for information from the media must be referred immediately to Client Management.

No one is permitted to remove or make copies of any Monticola/Client records, reports or documents without prior management approval. Disclosure of confidential information could lead to termination, as well as other possible legal action.

CLIENT RELATIONS

The success of Monticola Security depends upon the quality of the relationships between Monticola, our employees, clients, and the general public. Our Client's impression of Monticola Security and their interest and willingness to contract with us is greatly formed by the people who serve them. In a sense, regardless of your position, you are Monticola's ambassador. The more goodwill you promote, the more our Clients will respect and appreciate you, Monticola Security and Monticola's services.

Below are several things you can do to help give Clients a good impression of Monticola. These are the building blocks for our continued success.

1. Act competently and deal with Clients in a courteous and respectful manner.
2. Communicate pleasantly and respectfully with other employees at all times.
3. Follow up on orders and questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner.
4. Take great pride in your work and enjoy doing your very best.

These policies apply to all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation benefits, social and recreational programs, and all other conditions and privileges of employment in accordance with applicable Federal, state, and local laws.

EQUAL EMPLOYMENT OPPORTUNITY

Monticola Security is an equal employment opportunity employer. Employment decisions are based on merit and business needs, and not on race, color, citizenship status, national origin, ancestry, gender, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law. Monticola Security complies with the law regarding reasonable accommodation for handicapped and disabled employees. Monticola's president has issued the following policy stating Monticola's views on this matter.

It is the policy of Monticola Security to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). Monticola Security will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. Monticola Security will also make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and

assignments connected with the job and provided that any accommodations made do not impose an undue hardship on Monticola.

Management is primarily responsible for seeing that Monticola's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone.

Any employees, including supervisors, involved in discriminatory practices will be subject to termination.

HARASSMENT POLICY

Monticola Security intends to provide a work environment that is pleasant, professional, and free from intimidation, hostility or other offenses which might interfere with work performance. Harassment of any sort - verbal, physical, visual - will not be tolerated, particularly against employees in protected classes. These classes include, but are not necessarily limited to race, color, religion, sex, age, national origin or ancestry, disability, medical condition, marital status, veteran status, or any other protected status defined by law.

What Is Harassment?

Workplace harassment can take many forms. It may be, but is not limited to, words, signs, offensive jokes, cartoons, pictures, posters, e-mail jokes or statements, pranks, intimidation, physical assaults or contact, or violence. Harassment is not necessarily sexual in nature. It may also take the form of other vocal activity including derogatory statements not directed to the targeted individual but taking place within their hearing. Other prohibited conduct includes written material such as notes, photographs, cartoons, articles of a harassing or offensive nature, and taking retaliatory action against an employee for discussing or making a harassment complaint.

Responsibility

All Monticola Security employees, and particularly supervisors, have a responsibility for keeping our work environment free of harassment. Any employee who becomes aware of an incident of harassment, whether by witnessing the incident or being told of it, must report it to their immediate supervisor or the management representative with whom they feel comfortable. When management becomes aware of the existence of harassment, it is obligated by law to take prompt and appropriate action, whether or not the victim wants Monticola Security to do so.

Reporting

While Monticola Security encourages you to communicate directly with the alleged harasser, and make it clear that the harasser's behavior is unacceptable, offensive or inappropriate, it is not required that you do so. It is essential, however, to notify your supervisor immediately even if you are not sure the offending behavior is considered

harassment. Any incidents of harassment **must** be immediately reported to a supervisor or other management representative. Appropriate investigation and disciplinary action will be taken. All reports will be promptly investigated with due regard for the privacy of everyone involved. However, confidentiality cannot be guaranteed. Any employee found to have harassed a fellow employee or subordinate will be subject to severe disciplinary action up to and including termination. Monticola Security will also take any additional action necessary to appropriately remedy the situation. Retaliation of any sort will not be permitted. No adverse employment action will be taken for any employee making a good faith report of alleged harassment.

Monticola Security accepts no liability for harassment of one employee by another employee. The individual who makes unwelcome advances, threatens or in any way harasses another employee is personally liable for such actions and their consequences. Monticola Security may or may not provide legal, financial or any other assistance to an individual accused of harassment if a legal complaint is filed.

Policy Statement on Sexual Harassment

What Is Sexual Harassment?

Sexual harassment may include unwelcome sexual advances, requests for sexual favors, or other verbal or physical contact of a sexual nature when such conduct creates an offensive, hostile and intimidating working environment and prevents an individual from effectively performing the duties of their position. It also encompasses such conduct when it is made a term or condition of employment or compensation, either implicitly or explicitly and when an employment decision is based on an individual's acceptance or rejection of such conduct.

One example of sexual harassment may be that of an employee showing offensive pictures to another employee.

Generally, two categories of sexual harassment exist. The first may be defined as an exchange of sexual favors for improvement in your working conditions and/or compensation. The second category, "hostile, intimidating, offensive working environment," can be described as a situation in which unwelcome sexual advances, requests for sexual favors, or other verbal or physical contact of a sexual nature when such conduct creates an intimidating or offensive environment. Examples of a hostile, intimidating, and offensive working environment includes, but is not limited to, pictures, cartoons, symbols, or apparatus found to be offensive and which exist in the workspace of an employee. This behavior does not necessarily link improved working conditions in exchange for sexual favors. It is also against Monticola Security policy to download inappropriate pictures or materials from computer systems.

Monticola Security prohibits any employee from retaliating in any way against anyone who has raised any concern about sexual harassment or discrimination against another individual.

Monticola Security will investigate any complaint of sexual harassment and will take immediate and appropriate disciplinary action if sexual harassment has been found within the workplace.

If you are uncomfortable discussing any matter relating to harassment or discrimination with your supervisor, we ask that you contact your regional manager directly, or Kimberly Tucker, President of Human Resources in our Florida office.

HOW YOU WERE SELECTED

Monticola Security is confident that as a result of the mutual selection process undertaken, your employment will prove to be beneficial to Monticola Security as well as yourself and we look forward to having you join us.

We carefully select our employees through written applications, personal interviews and reference checks. After all available information was considered and evaluated, you were selected to become a member of our team!

This selection process helps Monticola Security find and employ people who are concerned with their own personal success and the success of Monticola; people who want to do a job well; people who can carry on their work with skill and ability; and people who are comfortable with Monticola Security and who can work well with our team.

Employee Background Check

Prior to becoming an employee of Monticola, a job-related background check was conducted. As you may know, a comprehensive background check may consist of prior employment verification, professional reference checks, and education confirmation. As appropriate, a credit, criminal, health examination and/or driving record history may have also been obtained.

Criminal Records

In response to Monticola's zero-tolerance Violence in the Workplace Policy, Monticola Security may conduct a pre-employment criminal check on those applicants for positions that may involve close, unsupervised contact with the public. When appropriate, the criminal record is checked to protect Monticola's interest and that of its employees and Clients.

Driver's License and Driving Record

Employees must present and maintain a valid driver's license and a driving record acceptable to our insurer. Your driving record will be reviewed by Monticola Security from time to time. Any changes in your driving record *must* be reported to your supervisor immediately. Failure to do so may result in disciplinary action, up to and including possible termination.

Health Examinations

Monticola Security reserves the right to require an employee's participation in a health examination to determine the employee's ability for performing his/her essential job functions. All such health exams shall be paid for by Monticola.

Drug Testing Policy

All applicants tentatively selected for employment shall be required to submit to testing to screen for illegal drug use, prior to appointment. Confirmed presence of an illegal drug or illegal use of prescription drugs shall disqualify an applicant from further consideration for employment. Drug screening shall be conducted by approved independent, certified laboratories utilizing recognized techniques and procedures. When initial test results are screened positive, such results shall be confirmed and verified by a Medical Review Officer. Test results shall be treated as confidential medical records.

STANDARDS OF CONDUCT

Whenever people gather together to achieve goals, some rules of conduct are needed to help everyone work together efficiently, effectively, and harmoniously. By accepting employment with us, you have a responsibility to Monticola Security and to your fellow employees to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what conduct is expected and necessary. When each person is aware that she/he can fully depend upon fellow workers to follow the rules of conduct, our organization will be a better place to work for everyone.

Unacceptable Activities

Generally speaking, we expect each person to act in a mature and responsible way at all times. If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed below, please see your supervisor.

Note that the following list of Unacceptable Activities does not include all types of conduct that can result in disciplinary action, up to and including termination. Nothing in this list alters the at-will nature of your employment; either you or Monticola Security may terminate the employment relationship with or without reason, and in the absence of any violation of these rules.

1. Violation of any Monticola Security rule; any action that is detrimental to Monticola's efforts to operate profitably.
2. Violation of security or safety rules or failure to observe safety rules or Monticola Security safety practices; failure to wear required safety equipment; tampering with Client/Monticola Security equipment or safety equipment.
3. Negligence or any careless action which endangers the life or safety of another person.
4. Being intoxicated or under the influence of a controlled substance while at work; use, possession or sale of a controlled substance in any quantity while on Monticola/Client premises, except medications prescribed by a physician which do not impair work performance.
5. Unauthorized possession of dangerous or illegal firearms, weapons or explosives while on duty.
6. Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone when representing Monticola; fighting, or provoking a fight, or negligent damage of property.
7. Insubordination or refusing to obey instructions properly issued by your supervisor pertaining to your work; refusal to help out on a special assignment.
8. Threatening, intimidating or coercing fellow employees on or off the premises at any time, for any purpose.

9. Engaging in an act of sabotage; negligently causing the destruction or damage of Monticola Security property, or the property of fellow employees, Client, suppliers, or visitors in any manner.
10. Theft or unauthorized possession of Client/Monticola Security property or the property of fellow employees; unauthorized possession or removal of any property, including documents, from the premises without prior permission from management; unauthorized use of Client/Monticola Security equipment or property for personal reasons; using equipment for profit.
11. Dishonesty; falsification or misrepresentation on your application for employment or other work records; lying about sick or personal leave; falsifying reason for a leave of absence or other data requested by Monticola; alteration of Monticola Security records or other documents.
12. Violating the non-disclosure agreement; giving confidential or proprietary information to competitors or other organizations or to unauthorized employees; working for a competing business while a Monticola Security employee; breach of confidentiality of personnel information.
13. Spreading malicious gossip and/or rumors; engaging in behavior which creates discord and lack of harmony; interfering with another employee on the job; restricting work output or encouraging others to do the same.
14. Immoral conduct or indecency.
15. Conducting a lottery or gambling on Client premises.
16. Unsatisfactory or careless work; failure to meet standards as explained to you by your supervisor.
17. Any act of harassment, sexual, racial or other; telling sexist or racist jokes; making racial or ethnic slurs.
18. Leaving work before the end of a workday or not being ready to work at the start of a workday without approval of your supervisor; stopping work before time specified for such purposes.
19. Sleeping or loitering during working hours.
20. Use of telephone for personal calls of any nature (other than emergencies). This includes local calls, 800 or 900 calls, long distance calls-incoming as well as outgoing. (Charges for these calls will be the responsibility of the offender, and restitution will be pursued).
21. Smoking in restricted areas or at non-designated times, as specified by department rules.
22. Creating or contributing to unsanitary conditions.
23. Posting, removing or altering notices on any bulletin board without the permission of management.
24. Failure to report an absence or late arrival; excessive absence or lateness.
25. Obscene or abusive language toward any supervisor, employee or Client; indifference or rudeness towards a Client or fellow employee; any disorderly/antagonistic conduct on Monticola/Client premises.
26. Speeding or careless driving of Client/Monticola Security vehicles.

27. Failure to immediately report damage to, or an accident involving, Client/Monticola Security equipment.
28. Soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee.
29. Failure to use your timesheet every day; alteration of your own timesheet or records or attendance documents; altering another employee's timesheet or records, or causing someone to alter your timesheet or records.

Disciplinary Actions

This Disciplinary Actions Policy applies to all regular employees who have completed the Introductory Period satisfactorily.

This policy pertains to matters of conduct as well as the employee's competence. However, an employee who does not display satisfactory performance and accomplishment on the job may be dismissed, in certain cases, without resorting to the steps set forth in this policy.

Under normal circumstances, supervisors are expected to follow the procedure outlined below. There may be particular situations, however, in which the seriousness of the offense justifies the omission of one or more of the steps in the procedure. Likewise, there may be times when Monticola Security may decide to repeat a disciplinary step.

Discipline Procedure

Unacceptable behavior which does not lead to immediate dismissal may be dealt with in the following manner:

1. Oral Reminder
2. Written Warning
3. Suspension
4. Termination

To insure that Monticola Security business is conducted properly and efficiently, you must conform to certain standards of attendance, conduct, work performance and other work rules and regulations. When a problem in these areas does arise, your supervisor will coach and counsel you in mutually developing an effective solution. If, however, you fail to respond to coaching or counseling, or an incident occurs requiring formal discipline, the following procedures occur.

Step One: Oral Reminder

Your supervisor will meet with you to discuss the problem or violation, making sure that you understand the nature of the problem or violation and the expected remedy.

The purpose of this conversation is to remind you of exactly what the rule or performance expectation is and also to remind you that it is your responsibility to meet Monticola's expectations.

You will be informed that the Oral Reminder is the first step of the discipline procedure. Your supervisor will fully document the Oral Reminder, which will remain in effect for twelve (12) months. Documentation of the incident will remain in your personnel record, to be removed in twelve (12) months, unless another disciplinary event occurs.

Step Two: Written Warning

If your performance does not improve, or if you are again in violation of Monticola Security practices, rules or standards of conduct, your supervisor will discuss the problem with you, emphasizing the seriousness of the issue and the need for you to immediately remedy the problem. Your supervisor will advise you that you are now at the second formal level of disciplinary action. Your supervisor will write a disciplinary memo to be placed in your personnel file.

Step Three: Suspension

If your performance does not improve following the Written Warning, or if you are again in violation of Monticola Security practices, rules or standards of conduct, you will be placed on Suspension. Suspension is the third and final step of Monticola's disciplinary process.

Employees under Suspension will spend the time away from work deciding whether to commit to correcting the immediate problem and to conform to all of Monticola's practices, rules and standards of conduct, or to quit and terminate their employment with Monticola.

If your decision following the Suspension is to return to work and abide by Monticola Security practices, rules and standards of conduct, your supervisor will write a letter to you explaining your commitment and the consequences of failing to meet this commitment. You will be required to sign the letter to acknowledge receipt. A copy will be placed in your personnel file.

You will be allowed to return to work with the understanding that if a positive change in behavior does not occur, or if another disciplinary problem occurs, you will be terminated.

Step Four: Termination

If you are unwilling to make such a commitment, you may either resign or be terminated. All terminations must be approved by the President of Monticola.

Crisis Suspension

If you commit any of the actions listed below, or any other action not specified but similarly serious, you will be suspended without pay pending an investigation of the situation. Following the investigation you may be terminated without any previous disciplinary action having been taken.

1. Theft.
2. Falsification of Monticola's records.
3. Failure to follow safety practices.
4. Breach of Confidentiality Agreement.
5. Threat of, or the act of, doing bodily harm.
6. Willful or negligent destruction of property.
7. Use and/or possession of intoxicants, drugs or narcotics.

The provision of this Disciplinary Policy is not a guarantee of its use. Monticola Security reserves the right to terminate employment at any time, with or without reason. Additionally, Monticola Security reserves the right to prosecute any employee for any of the above infractions.

INTRODUCTORY PERIOD

Your first ninety (90) days of employment at Monticola Security are considered an Introductory Period. This will be a time for getting to know your fellow employees, your supervisor and the tasks involved in your job position, as well as becoming familiar with Monticola's services. Your supervisory team will work closely with you to help you understand the needs and processes of your job.

This Introductory Period is a "getting acquainted" time for both you, as an employee, and Monticola, as an employer. During this Introductory Period, Monticola Security will evaluate your suitability for employment, and you can evaluate Monticola Security as well. Please understand, however, that completion of the Introductory Period does not guarantee continued employment, as employment is always at-will. You are free to terminate your employment at any time, with or without reason, and Monticola Security may choose to terminate your employment at any time, with or without reason.

At the end of the Introductory Period, your supervisor will discuss your job performance with you. This review will be similar to the job performance review that is held for regular full-time or part-time employees on a semi-annual basis.

ANNIVERSARY DATE

The first day you report to work is your "official" anniversary date. Your anniversary date is used to compute various conditions and benefits described in this Employee Manual.

IMMIGRATION LAW COMPLIANCE

All offers of employment are contingent on verification of your right to work in the United States. On your first day of work you will be asked to provide original documents verifying your right to work and, as required by Federal law, to sign Federal Form I-9, Employment Eligibility Verification Form. If you at any time cannot verify your right to work in the United States, Monticola Security may be obliged to terminate your employment.

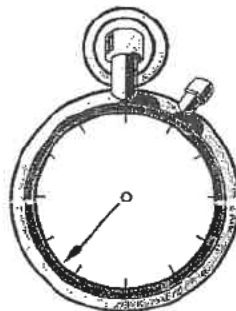
NEW EMPLOYEE ORIENTATION

On your first working day, you will be asked to complete employment paperwork. Depending on your department's workload, your supervisor will introduce you to your co-workers and perimeter layout. Please feel free to ask your colleagues any questions not answered during your orientation.

WORK SCHEDULE

Business Hours

Your particular hours of work and the scheduling will be determined and assigned by your supervisor. Requests for a change of shift should be made at least five days prior to the requested change, however requests will be granted at the supervisor's discretion, only as the schedule allows. Should you have any questions concerning your work schedule, please ask your supervisor.



Attendance

Monticola Security would like you to be ready to work at the beginning of your assigned daily work hours, and to reasonably complete your tasks by the end of your assigned work hours.

Absence or Lateness

From time to time, it may be necessary for you to be absent from work. Monticola Security is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside your work hours may arise.

If you are unable to report to work, or if you will arrive late, please contact your supervisor immediately. If you know in advance that you will need to be absent, please request this time off directly from your supervisor. Officers unable to work due to illness or other emergency shall notify the duty shift supervisor at least four (4) hours prior to the beginning of their shift. Though reasons beyond your control are considered, a person not showing for work, and not giving sufficient advance notice, will be considered a voluntary resignation.

A consistent pattern of absences can be considered excessive, and may be cause for concern. Although we are sympathetic when the reason cited for these absences is illness, repeated occurrences often result in a strain on fellow employees and the schedule. In addition, excessive lateness or leaving early will be considered a "lateness pattern" and may carry the same weight as an absence. Other factors, like the degree and reason for the lateness, will be taken into consideration.

Your supervisor will make a note of any absence or lateness, and their reasons, in your personnel file. Be aware that excessive absences, lateness or leaving early may lead to disciplinary action, including possible dismissal.

Note: Information on the types of leaves offered and their qualification criteria are included in the "Leaves" section of this Employee Manual.

Severe Weather and Emergency Conditions

In the event of severe weather conditions or other emergencies, your supervisor may be required to change the schedule. As such, you will be notified as soon as possible.



If your supervisor asks that you remain at work, or calls you in, because of severe weather conditions or another emergency, you will be paid at time and one half for the hours that you work beyond the forty (40) hours in a work week. Although this seldom occurs, all employees will be expected to respond to such calls. The nature of our work requires this commitment of the entire team.

EMPLOYMENT CLASSIFICATIONS

At the time you are hired, you are classified as either full-time, part-time or temporary. All other policies described in this Employee Manual and communicated by Monticola Security apply to all employees, with the exception of certain wage, salary and time off limitations applying only to "full-time" employees. If you are unsure of which job classification your position fits into, please ask your supervisor.

Full-Time Employees

An employee who has successfully completed their introductory period (see the Introductory Period Policy for a specific definition) and who works at least forty (40) hours per week is considered a full-time employee.

Unless otherwise specified, the benefits described in this Employee Manual apply only to full-time employees.

Part-Time Employees

An employee who works less than forty (40) hours per week is considered a part-time employee. If you are a part-time employee, please understand that you are not eligible for benefits described in this Employee Manual, except as granted on occasion, or to the extent required by provision of state and Federal laws.

Regular Employees

Employees hired to work on a regular basis for an indefinite period of time are classified as "regular" employees. Such employees may be either full- or part-time.

Temporary Employees

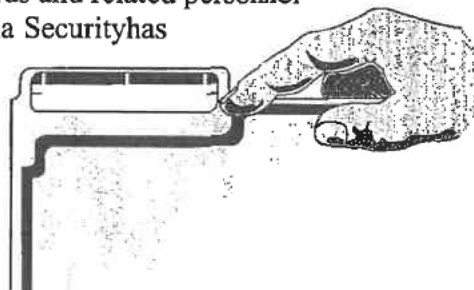
From time to time, Monticola Security may hire employees for specific periods of time or for the completion of a specific project. An employee hired under these conditions will be considered a temporary employee. The job assignment, work schedule and duration of the position will be determined on an individual basis.

Normally, a temporary position will not exceed six (6) months in duration, unless specifically extended by a written agreement. Summer employees, interns and seasonal employees are considered temporary employees.

A temporary employee does not become a regular employee by virtue of being employed longer than the agreed upon specified period. Temporary employees are not eligible for benefits described in this Employee Manual, except as granted on occasion, or to the extent required by provision of state and Federal laws. Those temporary employees who work more than forty (40) hours during any work week will receive overtime pay.

PERSONNEL RECORDS AND ADMINISTRATION

The task of handling personnel records and related personnel administration functions at Monticola Security has been assigned to Human Resources. Questions regarding insurance, wages, and interpretation of policies may be directed to the Office in Charleston.



Your Personnel File

Keeping your personnel file up-to-date can be important to you with regard to pay, deductions, benefits and other matters. If you have a change in any of the items listed below, please be sure to notify your supervisor as soon as possible.

1. Legal name
2. Home address
3. Telephone number
4. Person to call in case of emergency
5. Number of dependents
6. Marital status
7. Driving record or status of driver's license
8. Military or draft status
9. Exemptions on your W-4 tax form
10. Training Certificates
11. Professional License

Upon experiencing a family status change, please notify Human Resources immediately for benefit modifications, if necessary.

You may see information which is kept in your own personnel file if you wish. Please make arrangements with your supervisor for an appointment to do so.

COMPENSATION

The goal of Monticola's compensation program is to attract potential employees, meet the needs of all current employees and encourage well-performing employees to stay with our organization. With this in mind, our compensation program is built to balance both employee and Monticola Security needs.

WAGE AND SALARY POLICIES

Compensation Philosophy

It is Monticola's desire to pay all regular employees' wages and salaries that are competitive with other employers in the marketplace in a way that will be motivational, fair and equitable. Compensation may vary with individual and Monticola Security performance and in compliance with all applicable statutory and contractual requirements.

Monticola Security applies the same principles of fairness to all employees, regardless of organizational level, race, color, citizenship status, national origin, ancestry, gender, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law.

Basis for Determining Pay

Several factors may influence your rate of pay. Some of the items Monticola Security considers are the nature and scope of your job, what other employers pay their employees for comparable jobs, what Monticola Security pays their employees in comparable positions within a geographical area, and individual as well as Monticola Security performance.

Pay Period and Hours

Our payroll work week begins on Sunday at 12:01 a.m. and ends on Saturday at 12:00 midnight. This is the basis for overtime calculations, and hours over forty (40) worked are determined in each payroll work week.

Pay Cycle

Weekly

Payday is normally on Mondays for services performed during the period ending the last day of the week 8 days previously. As stated above payday is scheduled for Monday but as a courtesy to our employees we attempt to have your funds in your account by Friday.

Direct Deposit:

Monticola Security requires direct deposit for all employees. The funds are wired to your account by our payroll company on the same day that payroll is processed. Please Note: Individual banking institutions, however, have various systems for "accepting" the wire transfers. Monticola Security is not responsible for these variances, and has no control over when your funds are made available to you

Computing Pay

Monticola Security will compute your time on the basis of a forty (40) hour work week.

Mandatory Deductions From Paycheck

Monticola Security is required by law to make certain deductions from your paycheck each time one is prepared. Among these are your Federal, state and local income taxes and your contribution to Social Security as required by law. These deductions will be itemized on your check stub. The amount of the deductions will depend on your earnings and on the information you furnish on your W-4 form regarding the number of exemptions you claim. If you wish to modify this number, please request a new W-4 form from your supervisor immediately. Only you may modify your W-4 form. Verbal or written instructions are not sufficient to modify withholding allowances. We advise you to check your pay stub to ensure that it reflects the proper number of withholdings.

The W-2 form you receive annually reflects how much of your earnings were deducted for these purposes.

Note: Please see "Wage Garnishments" later in this section for further information.

Error in Pay

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, tell your supervisor immediately. He/she will take the necessary steps to research the problem and to assure that any necessary correction is made promptly.

Overtime Pay

You will be eligible to receive overtime pay of one and one-half (1 1/2) times your regular hourly wage for approved hours worked over forty (40) hours in one (1) week. If, during that week, you were away from the job because of a job-related injury, jury duty, vacation day, or paid personal time, those hours not worked will not be counted as hours worked for the purpose of computing eligibility for overtime pay. All overtime must be approved in advance by your supervisor.

Compensatory Time Off

Monticola Security does not offer compensatory time off, ("comp time"), to any Monticola Security employee in lieu of overtime pay for overtime hours worked.

Time Records

By law, we are obligated to keep accurate records of the time worked by employees. This is done by time sheets.

You are responsible for accurately recording your time. No one may record hours worked on another's timecard or timesheet. Tampering with another's time record is cause for disciplinary action, up to and including possible termination, of both employees. In the event of an error in recording your time, please report the matter to your supervisor immediately.

Wage Garnishments

We hope you will manage your financial affairs so that we will not be obligated to execute any court-ordered wage garnishments. However, when court-ordered deductions are to be taken from your paycheck, you will be notified.

PERFORMANCE AND COMPENSATION REVIEWS

Performance Reviews

Because we want you to grow and succeed in your job, Monticola Security conducts a formal review two (2) times per year for each employee. New employees may be reviewed near the end of their Introductory Period. A review may also be conducted in the event of a promotion or change in duties and responsibilities. The review system and areas evaluated are explained next.

Procedure

- A. Formal personnel evaluation documentation shall be completed during the first week of January of each year.
 1. Evaluation will be based on individual performance from July 1st through December 31st of each year.
 2. Specific, written goals, mutually agreed to with the account supervisor, shall be developed. These goals must address the identified weaknesses of the employee performance.
- B. During the first week of April of each year the account supervisor shall review with every employee their progress relative to the goals established three months prior to this time.
- C. Formal personnel evaluation documentation shall be completed during the first week of July of each year.
 1. Evaluation will be based on individual performance from January 1st through June 30th of each year.
 2. Again, specific, written goals addressing the strengthening of employee performance will be developed.

- D. During the first week of October of each year the account supervisor shall review with all employees their progress relative to the goals established three months prior to this time.

During the two formal evaluations, A and C, above, the supervisor will establish a grade score for the following ten categories:

1. Job Knowledge - Knowledge of job and ability to apply it, clear understanding of facts or factors pertaining to job duties and responsibilities.
2. Quality of Work - Accuracy of work, thoroughness, neatness of work, ability to make deadlines and stay within schedules.
3. Dependability - Willingness to accept responsibility and follow through, conscientious to long term positive accomplishment.
4. Attitude - Eager to work with associates, supervisors toward common goals; enthusiastic, responsive to new ideas.
5. Initiative - Self-starting, assists others without waiting for instructions; seeks responsibilities; ability to act independently.
6. Versatility - Flexible, adaptable, can work effectively in more than one area; ability to apply knowledge to new tasks.
7. Attendance - Reliable with respect to consistent attendance and punctuality, reports absence or possible tardiness in advance as required in rules and regulations.
8. Communication - Ability to communicate with all persons verbally and in writing, ability to produce effective and organized reports.
9. Personal Appearance - Cleanliness and neatness of all uniform items, pride exhibited in the proper wearing of the uniform, personal hygiene and grooming are also very important factors.
10. Safety on the Job - Exercises good safety precautions while conducting duties. Avoids risk of injury through judgment and competence.

Additional areas may also be reviewed as they relate to your specific job.

Scoring

Each category has a "high" and a "low" point value. A maximum high score of 100 is possible. An average of 60 is acceptable. Those scoring less will have additional supervisory guidance. Anyone scoring in the "Unsatisfactory" or "Marginal" area of any category twice in a year will be placed on probationary employment. If improvement does not occur by the following Review or Evaluation, a Manager's meeting will be held to review all facts.

Your review provides a golden opportunity for collaborative, two-way communication between you and your supervisor. This is a good time to discuss your interests and future goals. Your supervisor is interested in helping you to progress and

grow in order to achieve personal as well as work-related goals. The performance review gives your supervisor an opportunity to suggest ways for you to advance and make your job at Monticola Security more fulfilling. Your supervisor can answer any questions you may have about the performance review process.

Compensation Reviews

Any applicable compensation increase will appear in the pay period following the date granted. Compensation increases may be retroactive in the case of late reviews. Having your compensation reviewed does not necessarily mean that you will be given an increase due to individual and/or Monticola Security performance.

An individual's pay will depend on how consistently he/she performs over a given period of time. During the review, significant performance events that occurred throughout the year will be discussed. The overall performance rating will influence the compensation adjustment.

OTHER COMPENSATION PROGRAMS AND POLICIES

Promotion and Transfer Policy

Monticola Security has a policy of providing our employees with every opportunity for advancing to other positions within Monticola. To qualify for a promotion or transfer, you must have held your current position for a minimum of six (6) months. Approval of promotions or transfers depends largely upon training, experience, and work record. Promotions and transfers are made without regard to race, color, citizenship status, national origin, ancestry, gender, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law. However, Monticola Security will continue to look outside Monticola Security for potential employees as well.

It is our policy to advise all employees about advancement opportunities. Please submit your request for consideration for a specific position directly to your supervisor or the individual noted in the posting. You are encouraged to discuss any contemplated transfer with your current supervisor.

BENEFITS

Workers' Compensation

All employees are entitled to Workers' Compensation benefits. This coverage is automatic and protects you from an on-the-job injury. An on-the-job injury is defined as an accidental injury suffered in the course of your work, or an illness which is directly related to performing your assigned job duties. This job-injury insurance is paid for by Monticola. If you cannot work due to a job-related injury or illness, Workers' Compensation insurance pays your medical bills and provides a portion of your income until you can return to work.

All injuries or illnesses arising out of the scope of your employment must be reported to your supervisor immediately. Prompt reporting is the key to prompt benefits. Benefits are automatic, but nothing can happen until your employer knows about the injury. Insure your right to benefits by reporting every injury, no matter how slight.

Monticola Security will pay for the time lost because of a work-related accident during the remainder of the normal workday in which the accident occurs. Employees returning to work after being absent due to a work-related injury must report to their supervisor prior to beginning work and must bring a doctor's clearance for returning to work.

Unemployment Compensation

Depending upon the circumstances, employees may be eligible for Unemployment Compensation upon termination of employment with Monticola. Eligibility for Unemployment Compensation is determined by the Division of Unemployment Insurance of the State Department of Labor. Monticola Security pays the entire cost of this insurance program.

Unemployment compensation is designed to provide you with a temporary income when you are out of work *through no fault of your own*. For your claim to be valid, you must have a minimum amount of earnings determined by the State, and you must be willing and able to work. You should apply for benefits through the local State Unemployment Office as soon as you become unemployed.

Social Security

The United States Government operates a system of mandated insurance known as Social Security. As a wage earner, you are required by law to contribute a set amount of your weekly wages to the trust fund from which benefits are paid. As your employer, Monticola Security is required to deduct this amount from each paycheck you receive. In addition, Monticola Security matches your contribution dollar for dollar, thereby paying one-half of the cost of your Social Security benefits.

Your Social Security number is used to record your earnings. Employees are encouraged to protect your Social Security record by ensuring your name and Social

Security number on your pay stub and W-2 Form are correct. You may also want to make sure your earnings statement is accurate each year by requesting a Personal Earnings and Benefit Estimate Statement from the U.S. Social Security Administration by calling 1-800-772-1213 or you may even access them on-line at www.ssa.gov.

OTHER BENEFITS

Longevity Bonus Program:

For all full time personnel completing two years of continuous service with Monticola Security by November 30th of each year, a Longevity Bonus will be mailed in the amount of \$50.00. Those personnel selected as "Officer of the Region", "Officer of the Year", and those graded overall as excellent or outstanding (through our bi-annual evaluation process) receive double the regular Bonus amount. Longevity Bonus checks are mailed approximately December 10th of each year.

Incentive Program:

Monticola Security evaluates each officer bi-annually. "Officers of the Region" and "Officer of the Year" are selected. These outstanding employees receive certificates, dinners and monetary awards. A complete description of this program follows.

Officer of the Region and Year Program

At the end of the half year, one person among the officer and sergeant ranks will be selected as "Officer of the Region" (NE, SE, and NW). Selection will be based on competitive scores provided through the bi-annual personnel evaluation system explained during basic training. The "Officer of the Year" is selected from among the six bi-annual winners and those performing outstandingly in the company.

Competitive selection will be based on evaluations in the following classifications.

Evaluation

- A. Job Knowledge - Knowledge of job and ability to apply it, clear understanding of facts or factors pertaining to job duties and responsibilities.
- B. Quality of Work - Accuracy of work, thoroughness, neatness of work, able to meet deadlines and stay within schedules.
- C. Dependability - Willingness to accept responsibility and follow through.
- D. Attitude - Willingness to work with associates, supervisors, enthusiasm, responsive to changes.
- E. Initiative - Self-starting, easily assists others, able to act swiftly within job requirements.
- F. Versatility - Flexible, can work effectively in more than one capacity, able to apply knowledge to unusual situations or new tasks.
- G. Attendance - Reliable with respect to attendance and punctuality.
- H. Communication - Ability to communicate clearly and concisely, verbally and in writing, able to produce well organized reports.

- I. Personal Appearance - Cleanliness and neatness of all uniform items, pride exhibited in the proper wearing of the uniform, plus good personal hygiene and grooming.
- J. Safety on the Job - Exercises good safety precautions while conducting duties. Avoids risk of injury through judgment and competence.

Scoring and Awards

The "Officer of the Region" award will be based on a high score accumulation of all the above classifications. Awards for the "Officer of the Region" will include the following:

- A. Dinner for two at a fine restaurant in the area the winner desires. Arrangements will be made by Monticola Security for up to \$75.00. Cash may be given if requested.
- B. Double credit toward Longevity Bonus Program.
- C. Certificate of Award and eligibility to compete for "Officer of the Year".

The **Officer of the Year** will be chosen from amongst the six "Officers of the Region".

Awards for the **Officer of the Year** will include the following:

- Bonus check equaling one week's pay
- Double credit toward Longevity Bonus Program.
- Certificate of Award presented by the President of Monticola Security.
- Complimentary Attendance of Annual ASIS Convention

LEAVE

Both paid and unpaid time off may be granted to eligible employees, according to the following leave policies. Please consult your supervisor for further information.

PAID LEAVES

In the interest of maintaining a healthy balance between work and home, Monticola Security offers eligible regular full-time employees, and part-time employees on a pro-rated basis, paid time off.

Time off is paid using your base hourly rate.

Vacations

Vacation is a time for you to rest, relax, and pursue special interests. Monticola Security has provided paid vacations as one of the many ways in which we show our appreciation for your work, knowledge, skills, and talents; all of which contribute to make Monticola Security a leader in its field.



Regular full-time employees and part-time employees (on a pro-rated basis) are eligible for a paid vacation.

Amount of Vacation

Years of

Employment

Less than three (3) years

Three (3) or more

Weeks of Vacation

one week annually

two weeks annually

Vacation Policies

Vacation time is considered "earned" upon the anniversary of your date of hire. Monticola Security will always try to let you use your vacation time as desired, but vacations cannot interfere with your department's operation. Therefore, your vacation must be approved by your supervisor at least one (1) month in advance. If any conflicts arise in vacation requests, preference will be given to the employee who first made the request for a particular time frame.

All vacation time must be taken in full week increments, unless otherwise authorized in writing. Specific vacation dates must be approved by your supervisor. Your supervisor has the responsibility to maintain adequate staffing levels and has the authority to limit the approval of vacation requests in order to meet operational needs. Requests will normally be granted as long as your absence will not

seriously affect Monticola's operations. Usually, only one employee may be out on a vacation day at any one time.

Accumulation Rights

Employees are encouraged to use their vacation to take regular time off each year. If they do not, vacation does not accrue. Exceptions to this policy may be made in unusual circumstances, such as a situation which does not allow an employee to take their vacation prior to the anniversary date. Each case will be viewed on an individual basis by management.

UNPAID LEAVES

Occasionally, for medical, personal, or other reasons, you may need to be temporarily released from the duties of your job with Monticola. It is the policy of Monticola Security to allow its eligible employees to apply for and be considered for certain specific leaves of absence.

Any time off will be without pay. The practice of utilizing vacation days as compensation for illness is not encouraged, as proper "approval and notice" has not been granted. These absences will still be addressed in your record as an "absence", as lack of notice and approval result in adjustments to the schedule.

Failure to return to work as scheduled from an approved leave of absence or to inform your supervisor of an acceptable reason for not returning as scheduled will be considered a voluntary resignation of employment.

All requests for leaves of absence shall be submitted in writing to your supervisor. Each request shall provide sufficient detail such as the reason for the leave, the expected duration of the leave, and the relationship of family members, if applicable.

There are several types of unpaid leaves for which you may be eligible.

Family / Medical Leave of Absence

Monticola Security will not discriminate against employees as a result of the approved use of family care or medical leave or a proper request for such leave. Requests for family care and medical leave will be considered without regard to race, color, citizenship status, national origin, ancestry, gender, age, religion, creed, physical or mental disability, marital status or veteran status.

In general, a leave of absence is an official authorization to be absent from work **without pay** for a specified period of time. Eligible employees may be entitled to job-protected family or medical leaves of absence if they are unable to come to work due to pressing family or medical concerns as described within this Family / Medical Leave of Absence Policy, which shall be administered in accordance with applicable state and Federal laws as follows:

1. The Family Medical Leave Act applies only to those sites in which there are fifty (50) or more Monticola Security employees within a seventy-five (75) mile radius. Employees are eligible if they have been actively employed for twelve (12) months, and worked at least 1250 hours (an average of twenty-five (25) hours per week) during those twelve (12) months. This twelve- (12) month period "rolls back" from the date of leave to the prior twelve- (12) month period.
2. Employees may request one (1) or more family care or medical leaves, however, the total amount of leave taken cannot exceed twelve (12) work weeks in any twelve (12) month period. You may request an intermittent leave or reduced schedule leave to care for a seriously ill family member of if you have a serious health condition that warrants such a request.
3. A family leave shall be granted upon the birth or adoption of a child of the employee, or upon the serious health condition of the employee's child, spouse, or parent.
4. A medical leave shall be granted upon the employee's own serious health condition.
5. In appropriate circumstances, we may require you to be examined by a Monticola Security designated physician, at Monticola's expense.
6. In the event of a serious health condition to the employee or his/her child, spouse, or parent, creating a need for unforeseeable family or medical leave, the employee must provide us with notice, as soon as practicable, of any needed time off, and a written doctor's certificate. The certification must include the date on which the health condition occurred, the probable duration of the condition, an estimate of the amount of time you need to be off work to care for the family member or for your own health condition, and confirmation that the nature of the condition warrants you to be away from work to care for yourself or your dependent.
7. Employees shall be required to give thirty (30) days advance notice in the event of a foreseeable medical treatment. To assist us in arranging work

assignments during your absence, we ask that you give us prior notice, to the extent possible, of an expected birth or adoption, as well as an indication, to the extent known, of your expected return date. To facilitate your return to work, we also ask that you provide us with two (2) weeks advance notification of your intended return date. Failure to do so may delay your return date.

8. For purposes of this policy, a child is defined as a natural, adopted, or foster child, a stepchild or a legal ward. If the child is over eighteen (18), he/she must be unable to care for himself/herself due to a serious illness.
9. A parent is defined as the employee's or his/her spouse's natural, adoptive, or foster parent, stepparent, or legal guardian.
10. A serious health condition is defined as a disabling physical or mental illness, injury, impairment, or condition involving 1) inpatient care in a hospital, nursing home, or hospice; or 2) outpatient care requiring continuing treatment or supervision from a health care professional.
11. Leave of absence rights available to you under other sections of our policy shall be counted towards the total time off available under this section.
12. A Family Care Leave that relates to the birth or adoption of a child must be completed within twelve (12) months of the birth or adoption.
13. Upon completion of a leave granted under this section, you shall be reinstated to your original position, or an equivalent one.
14. If, due to your own medical circumstances, you are no longer able to perform your original job, we will attempt to transfer you to alternate suitable work, if available.
15. You must use any accrued vacation or other paid time off, during your family care or medical leave. If the leave is related to your own serious health condition, you must use any paid leave during your medical leave.
16. If additional family care or medical leave is required you must, prior to expiration of the family care or medical leave, submit additional certification to Monticola.
17. Should you seek a leave of absence for reasons other than described above, we will evaluate such a request based on particular circumstances present at that time, including but not limited to your current and anticipated work responsibilities, performance, and Monticola Security needs. Monticola Security reserves the right to refuse such a request at its sole discretion.

Military Leave of Absence

If you are a full-time employee and are inducted into the U.S. Armed Forces, you will be eligible for re-employment after completing military service, provided:



1. You show your orders to your supervisor as soon as you receive them.

2. You satisfactorily complete your active duty service.
3. You enter the military service directly from your employment with Monticola.
4. You apply for and are available for re-employment within ninety (90) days after discharge from active duty.
5. If you are returning from up to six (6) months of active duty for training, you must apply within thirty (30) days after discharge.

Military Reserves or National Guard Leave of Absence

Employees who serve in U. S. military organizations may take the necessary time off without pay to fulfill this obligation, and will retain all of their legal rights for continued employment under existing laws. These employees may apply accrued unused earned vacation time to the leave if they wish, however, they are not obliged to do so.

You are expected to notify your supervisor as soon as you are aware of the dates you will be on duty so that arrangements can be made for replacement during this absence.

SAFETY

GENERAL EMPLOYEE SAFETY

Monticola Security is committed to the safety and health of all employees and recognizes the need to comply with regulations governing injury and accident prevention and employee safety. Maintaining a safe work environment, however, requires the continuous cooperation of all employees.

Monticola health practices industry. If you safely perform a your supervisor unsafe conditions must be reported these safety rules is considered a condition of employment. Therefore, it is a requirement that each supervisor make the safety of employees an integral part of her/his regular management functions. It is the responsibility of each employee to accept and follow established safety regulations and procedures.



Security will maintain safety and consistent with the needs of our are ever in doubt about how to job, it is your responsibility to ask for assistance. Any suspected and all injuries that occur on the job immediately. Compliance with

Monticola Security strongly encourages you to communicate with your supervisor regarding safety issues.

REPORTING SAFETY ISSUES

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to your supervisor. If you or another employee is injured, you should contact outside emergency response agencies, if needed. If an injury does not require medical attention, a Supervisor and Employee Report of Accident Form must still be completed in case medical treatment is later needed and to insure that any existing safety hazards are corrected. The Employee's Claim for Worker's Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred.

Federal law (Occupational Safety and Health Administration) requires that we keep records of all illnesses and accidents which occur during the workday. The Workers' Compensation Act also requires that you report any workplace illness or injury, no matter how slight. If you fail to report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits.

ENTERING AND LEAVING THE PREMISES

At the time you are hired, you will be advised about the proper entrances and exits for our employees, as well as unauthorized areas, if any. Our Client prohibits unescorted or unauthorized visitors in their facilities. Please do not invite visitors, such as family or friends to your work place. You are expected to abide by these rules at all times. Failure to do so will lead to disciplinary action.

SECURITY CHECKS

Monticola, and/or Client may exercise its right to inspect all packages and parcels entering and leaving our premises.

PARKING LOT

You are encouraged to use the parking areas designated for our employees. Remember to lock your car every day and park within the specified areas.

Monticola Security cannot be and is not responsible for any loss, theft or damage to your vehicle or any of its contents.

SAFETY RULES

Safety is everybody's business. Safety is to be given primary importance in every aspect of planning and performing all Monticola Security activities. We want to protect you against industrial injury and illness, as well as minimize the potential impact of your absence on your team.

Below are some general safety rules to assist you in making safety a regular part of your work. Your supervisor may post other safety procedures in your department or work area.

Working Safely

Safety is everyone's responsibility. Remind your co-workers about safe work methods. Immediately report any suspected hazards and all accidents to your supervisor.

Lifting

Ask for assistance when lifting heavy objects or moving heavy furniture. Bend your knees, get a firm grip on the object, hold it close to your body and space your feet for good balance. Lift using your stronger leg muscles, not your weaker back muscles.

Materials Handling

Do not throw objects. Always carry or pass them. Also, stack materials only to safe heights.

Trash Disposal

Keep sharp objects and dangerous substances out of the trash can. Items that require special handling should be disposed of in approved containers.

Cleaning Up

To prevent slips and tripping, clean up spills and pick up debris immediately.

Preventing Falls

Keep aisles, work places and stairways clean, clear and well lighted. Walk, don't run. Watch your step.

Falling Objects

Store objects where they won't fall. Do not store heavy objects or glass on high shelves.

Work Areas

Keep cabinet doors and file and desk drawers closed when not in use. Remove or pad torn, sharp corners and edges. Keep drawers closed. Open only one drawer at a time.

Personal Protective Equipment

Always wear or use appropriate safety equipment as required in your work. Wear appropriate personal protective equipment, like shoes, hats, gloves, goggles, and hearing protectors in designated areas or when making rounds in an area which is potentially hazardous.

Electrical Hazards

Do not stand on a wet floor while using any electrical apparatus. Keep extension cords in good repair. Don't make unauthorized connections or repairs. Do not overload outlets.

Fire Extinguishers

Know where fire extinguishers are and how to use them.

Report Injuries

Immediately report all injuries, no matter how slight, to your supervisor.

Ask Questions

If you are ever in doubt regarding the safe way to perform a task, please do not proceed until you have consulted your supervisor. Employees will not be asked to perform any task which may be dangerous to their health, safety or security. If you feel a task may be dangerous, inform your supervisor at once.

We strongly encourage employee participation and your input on health and safety matters. Employees may report potential hazards and make suggestions about safety without fear of retaliation. We appreciate, encourage and expect this type of involvement! The success of the safety program relies on the participation of all employees. Though it is Monticola's responsibility to provide for the safety, health and security of its workers during working hours, it is the responsibility of each employee to abide by the rules, regulations and guidelines set forth.

Remember, failure to adhere to these rules will be considered serious infractions of safety rules and will result in disciplinary actions.

WEAPONS

Monticola Securitym believes it is important to establish a clear policy that addresses weapons in the workplace. Specifically, Monticola Security prohibits all employees from carrying a handgun, firearm, knife, or other prohibited weapon of any kind regardless of whether the person is licensed to carry the weapon or not.

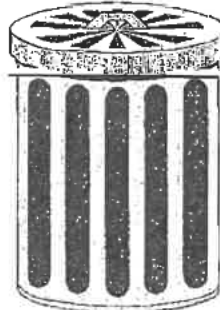
Any employee disregarding this policy will be subject to immediate termination.

HOUSEKEEPING

Neatness and good housekeeping are signs of efficiency. You are expected to keep your work area neat and orderly at all times - it is a required safety precaution.

If you spill a liquid, clean it up immediately. Do not leave tools, materials, or other objects on the floor which may cause others to trip or fall. Keep aisles, stairways, exits, electrical panels, fire extinguishers, and doorways clear at all times.

Please report anything that needs repairing or replacing to your supervisor immediately.



OFFICE SAFETY

Office areas present their own safety hazards. Please be sure to:

- Leave desk, file or cabinet drawers firmly closed when not in use.
- Open only a single drawer of a file cabinet at a time.

- Arrange office space to avoid tripping hazards, such as telephone cords or calculator electrical cords.
- Remember to lift things carefully and to use proper lifting techniques.

SAFETY RULES WHEN CONDUCTING ROUNDS NEAR MACHINES AND EQUIPMENT



When making rounds in an area near machines and equipment, please be sure to follow these procedures:

- Remove loose clothing, jewelry or rings before beginning round.
- Wear steel toe shoes, eye/ear and other required protective equipment, if required.

Required personal protective equipment, except for prescription safety glasses and steel toe shoes will be issued to you by your supervisor.

We will continue to provide a clean, safe and healthy place to work and we will provide the best equipment possible. You are expected to work safely, to observe all safety rules and to keep the premises clean and neat. Remember that carelessly endangering yourself or others may lead to disciplinary action, including possible termination.

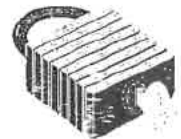
SECURITY

Maintaining the security of Client's buildings and vehicles is every employee's responsibility. Develop habits that insure security as a matter of course. For example:

- Always keep cash properly secured. If you are aware that cash is insecurely stored, immediately inform the person responsible.
- Know the location of all alarms and fire extinguishers, and familiarize yourself with the proper procedure for using them, should the need arise.
- When you leave the premises, make sure that all entrances are properly locked and secured.
- Lock Monticola/Client vehicle when you leave it.

SMOKING

Smoke only in designated smoking areas. Please be courteous and concerned about the needs of your fellow employees and others. Please do not smoke in restricted areas. Never smoke while conducting official business with others. Be certain to properly extinguish cigarettes, and dispose of butts in an appropriate receptacle.





Standard Operating Procedures

The STATE OF WEST VIRGINIA

Monticola Security has created this SOP to the best of our abilities with the limited information provided.



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Forward

This manual has been designed to define your Scope of authority, your job functions, and your duties at the State of West Virginia. It is the intention of Felman and Monticola Management to provide you with the most current and up-to-date tools thus enabling you to perform your job in a proper and timely manner.

You have a very important role in providing a vital service for our client, Felman, Letart. It is imperative that the post-order manual be accurate and up to date. The procedure below outlines the process for, changing, updating, or adding post orders to this manual.

Procedure

It is the policy of the State of West Virginia Management that this post-order manual be updated or changed in the following manner and that all security personnel are informed of the change, and thoroughly trained on all post orders changes.

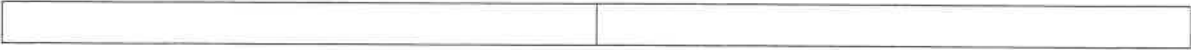
1. Any permanent changes or additions are to be made through Client Contact.
2. All changes additions or updates will be given to the on-duty Security Supervisor.
3. The Security Supervisor will notify Monticola area or regional management of all changes.
4. The Security Supervisor and or Monticola management will inform each officer in person of the change and provide training when necessary.
5. Monticola area or regional management will review the manual quarterly and coordinate with client Management when necessary.
6. Thorough training will be provided to all security personnel for each post order, and refresher training provided monthly.

Note: Client management personnel and Shift Supervisors can issue temporary post-order changes and additions in emergency situations. The Security Supervisor will notify the Client Contact of the change during normal business hours.

State of West Virginia

Emergency Numbers

Outside Personnel		
Fire Department & Rescue	Emergency Non Emergency	911
Sheriff's Department	Emergency Non Emergency	911
CSX Train	Emergency R/R Police Train Master Yard Master	
Game Warden		
Plant Personnel		
Plant Manager	Home Cell Pager Office	
Production Manager	Home Cell Pager Office	
Human Resources Manager Sue	Home Cell Pager Office	
Safety/Loss Control Manager Andy Johnston	Home Cell Radio Office	
Medical/EMT	Home Office	
Monticola Personnel		
Monticola Supervisor	Home Pager	
Monticola Regional Manger Josh Hall	Office Cell	304-595-1500 304-747-8920



State of West Virginia

Chain of Command for Issuing Directives to the Monticola Security Guard Force



- In the event of an emergency, State of West Virginia Management may issue new directives. On a monthly basis, Client Contact shall issue a listing of the local management personnel who are authorized to issue emergency directives to Monticola Security. Emergency directives must be communicated to the Monticola Supervisor on duty.

State of West Virginia

Monticola Security General Duties **REPORTING REQUIREMENTS:**

Monticola Security 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:

1. Any apparent or suspected criminal attack exercised against the Agency, its assets, or personnel, including the employees of the Monticola assigned to the site or any authorized or unauthorized visitors thereon.
2. Any criminal or civil charges brought against Monticola or its personnel as it may relate to the contracted service.
3. Any apparent trespass of the Agency's property.
4. Any verbal or physical confrontation resulting between a Monticola employee and an Agency employee or guests or visitors on the campus.
5. Any performance failure of Monticola.
6. Any federal, state, or county regulatory requirement in which Monticola is in non-compliance.
7. Any equipment or system failure associated with the performance of the contracted service.
8. Any fire or unsafe condition existing within the Agency's environment and observed by or reported to a Monticola employee, and emergency actions taken by the Monticola employee to eliminate or improve such conditions.
9. Any incident in which procedures governing the safe and orderly operation of the site are violated.

On-site Supervisory Responsibilities **(for each shift):**

The Supervisor 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.

Shift Continuity:

Security guards will not leave their posts until relieved by the corresponding officer posted to the next shift.

COMPUTER USE RESTRICTIONS

CLIENT POLICY:

It is the policy of the State of West Virginia Management that "Personal computers, software and programs, and data that run on State computers are the property of the client and are for use by the client personnel to accomplish their job. Computer software and programs are not to be copied for personal use. Copying of software violates copyright laws and is a criminal offense. Attempting to break the security of the client system, computer "hacking" and computer vandalism is a violation of this policy and is subject to disciplinary action.

Placing games or other entertainment computer programs is not permissible for State PCs, except in cases where they may be temporarily used for training or instruction purposes. Such games or other entertainment computer programs will be loaded on department computers with the Department Head's approval. "

In addition, the use of an individual's personal diskettes or computer programs is forbidden. These can introduce viruses in the client's computer network or, due to incompatibility, impair the function of the client's software.

PROCEDURE:

The Monticola Site Supervisor is the only person allowed to use the computer and will comply with the following:

- 1) Use the Security computer only for Security business and for completing special projects.
- 2) ONLY the Security Supervisor is authorized to use the computer for Client Network access, such as sending and receiving mail and reports.
- 3) Any officer who becomes aware of ANY possible violation of the above policy will file a detailed Security Incident Report.

DRUGS, INTOXICANTS, AND IMPAIRED PERSONS

CLIENT POLICY:

It is the policy of the State of West Virginia Management that Monticola Security Officers will not knowingly allow the entry of any intoxicant, illegal drug, persons impaired by these substances, or persons impaired by prescribed or "over the counter" drugs into the Plant site.

PROCEDURE:

Security Officers assigned to control entry into the agency will abide by the following:

- 1) Absolutely DO NOT ALLOW any person who is impaired to any degree to enter the agency for any reason.
- 2) If any employee reports for work in an impaired condition, have the employee remain with the Officer and have the employee's supervisor respond to that location. The supervisor will then determine the course of action to be taken.
- 3) If the person determines to leave and wants to drive, attempt to discourage them from driving and offer to help them make other transportation arrangements.
- 4) If the person becomes unruly or violent, or is determined to drive away, contact the local police for assistance.
- 5) Collect and secure all illegal drugs, paraphernalia, or beverage containers found on the Plant site.

- 6) Notify the shift foreman if anyone is impaired or under the influence.
- 7) Make a complete and detailed report of any of the above occurrences or suspected violations of policy.

CONFIDENTIALITY OF INFORMATION

CLIENT POLICY:

It is the policy of the State of West Virginia Management that all Monticola Security Department personnel are expected to possess the maturity and responsibility to consistently comply with the procedure noted below. Should an Officer fail to strictly comply with the procedure, that Officer will be terminated due to untrustworthiness.

PROCEDURE:

The following rules apply to information about the client, Monticola Corporation, and any and all persons or firms doing business with the client and/or Monticola Corporation.

- 1) Absolutely no information regarding personnel, operations, events, or activities will be divulged for any reason other than as required in the performance of the Security Department's job and per the client and Monticola regulations.
- 2) When there is any question as to whether the information is confidential, obtain guidance from the Security Department Supervisor, the Assistant Supervisor, or the client management person directly responsible for Security Department operation.
- 3) Give no information over the telephone unless you are in compliance with #1 above, are absolutely sure that you know who you are talking to, and know that the person has a right to know.

CONDUCTING SPECIAL INVESTIGATIONS

CLIENT POLICY:

It is the policy of the State of West Virginia Management that any special investigation effort requested by THE CLIENT shall be treated as a strictly confidential matter. Only those Security Officers who must know will be told of the investigation. The Monticola Security Account Supervisor will coordinate all arrangements for such investigations. Security Department personnel will comply at all times with the guidelines listed below.

PROCEDURE:

The Monticola Assistant Security Supervisor will coordinate such investigations when the Supervisor is not available. If approached by the client with a request to conduct a special investigation, or when you feel that a special investigation is appropriate, comply with the following:

- 1) Do not discuss the information or the request for information with anyone unless it is absolutely necessary.
- 2) Communicate the situation or request ONLY to the Monticola Security Account Supervisor, the Second- In- Command, or someone from Monticola Corporation in the chain of command for the client's account. Make this notification as soon as possible.
- 3) Thoroughly document the request, but DO NOT include it in the Security Incident Report binder. Personally hand it to the Monticola supervisor contacted, or have it delivered per their instructions.
- 4) If directed by a Monticola Supervisor to conduct some part of the investigation, do so while complying with # 1 above.
- 5) All aspects of the "Confidentiality" S.O.P. apply.
- 6) No such investigation will be initiated without the approval and direction of a member of Monticola Management. Such approval should be given within twenty-four (24) hours.

PASS-ON INFORMATION

CLIENT POLICY:

It is the policy of the State of West Virginia Management that each member of the Monticola Security Department will read all "pass-on" information that has been posted since their last shift worked and will document reception of the information as noted below.

PROCEDURE:

Each Officer will read the information sources below as soon as possible after going on duty each shift. Read all information posted since the last shift worked. Initial as directed below.

Pass-On Book: Any Officer may enter the information here that needs to be passed on. This could be about upcoming events, questions, or changes directed by the Security Supervisor or assistant, by the client, etc.

Initial the bottom of each page of the book after you have read it.

Running Desk Log: Read the log for unusual events. There is no need to initial this.

Incident Reports Binder: Read all reports posted and initial the bottom of each page.

Memos Binder: Read all new memos and initial the bottom of each page.

POST MAINTENANCE/POLICIES

CLIENT POLICY:

It is the policy of the State of West Virginia Management that in addition to the other rules and regulations that the client has developed, Security Officers will comply with the additional guidelines noted below.

PROCEDURE:

Each officer will:

- 1) Maintain the Security Post, Main Gate Security Station, etc., in a clean, neat, and well-organized condition. The relieving shift will not accept this post until it is cleaned to their satisfaction.
- 2) Do Not play AM radios, FM radios, entertainment tapes, or CDs while on duty in the Security Post, Main Gate Security Station, etc. Refer to Monticola Rules and Regulations, Section I of this manual.
- 3) Do Not smoke inside the Security Post, Main Gate Security Station, etc. A receptacle for this purpose is just outside the back door.

Consideration must be given to the majority of non-smoking security personnel and others being provided official transportation.

TRESPASS/CRIMINAL CONDUCT ON CLIENT'S PROPERTIES

CLIENT POLICY:

It is the policy of the State of West Virginia Management that Monticola Security officers will ascertain the occurrence of a trespasser(s) or criminal conduct by anyone. This shall be done by first, contacting the Main Gate Security Officer and informing that person of your location, findings, and next course of action. Always approach subjects in a careful, non-threatening manner, simply asking what their business is on Letart Plant property. Their answer will determine your course of action.

You shall not attempt to forcibly detain anyone for any reason. Your purpose is to observe and report. Gather conclusive information to furnish the responding Law Enforcement Agency.

REMEMBER: As security officers, we have no arrest authority other than signing a citizen's arrest complaint. Making a citizen's arrest makes YOU civilly liable in case of a lawsuit arising from your actions. It is recommended that citizen arrests are allowed on duty for Monticola Security. The more practical approach would be to forward the information to the district attorney for further action. It is impossible for this to cover every situation which could possibly arise, so common sense will have to guide you at times.

Always have a member of the client's management made aware of the circumstances referred to in this operating procedure.

After determining that trespass or criminal conduct is taking place, immediately notify the on-call client supervisor.