



Bid Response

RFQ PRS07SEC

Open Date: March 13, 2007

Time: 1:30pm

Contact Person: Mike McLaughlin

A handwritten signature in black ink, appearing to read "Mike McLaughlin", with a long horizontal line extending to the right.

Phone: 304-768-1064

Fax: 304-768-7790

E Mail Mike.McLaughlin@AlliedBarton.com



1222 Ohio Avenue
Dunbar, WV 25064
304-768-1064

RFQ PRS07SEC
Bid Opening 3/13 07
1:30PM

Section Comment

- 1.1 Understand
- 1.2 Understand
- 1.3 Understand
- 1.4 Understand
- 1.5 We Comply
- 1.6 Understand
- 1.7 Understand
- 1.8.1 Understand
- 1.8.2 We Comply
- 1.8.3 We Comply
- 1.9 Understand
- 1.10 Understand
- 1.11 Understand
- 1.12 Understand
- 1.13 We Comply
- 1.14.1 Understand
- 1.14.2 Understand
- 1.14.3 Understand
- 1.15 Understand
- 1.16 We Comply
- 1.17 Will Comply with the insurance specified.

AlliedBarton can not name the "Agency" as a name insured.
We can name the "Agency" as an additional Insured.

- 2.1 Understand
- 2.2 Understand
- 3.1 We Comply
- 3.1.A We Comply
- 3.2 We Comply
- 3.3 We Comply
- 3.4 AlliedBarton will make every reasonable effort to retain

as much of the incumbent staff as possible. However, we can not guarantee what percentage will meet our hiring criteria or accept employment with our agency.

We can not offer a new employee a benefit matching his previous employers benefit if the employee did not participate in that benefit with his previous employer.

For example, if an employee was not covered by the previous contractors dental plan at the time of employment with AlliedBarton, that person would need to enroll in our standard dental plan during our open enrolment..

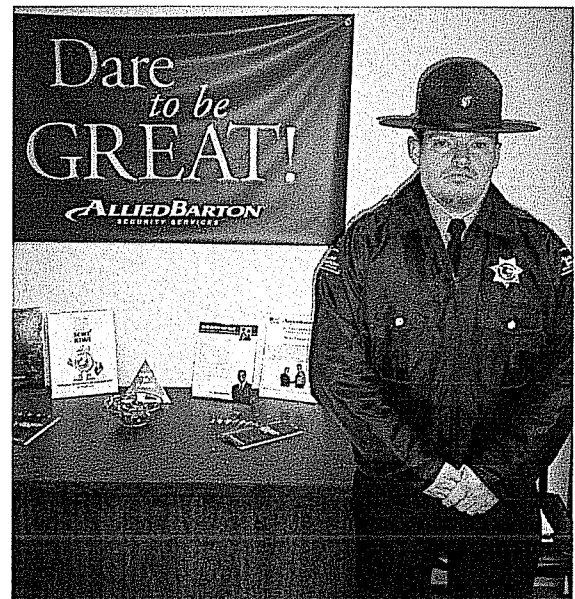
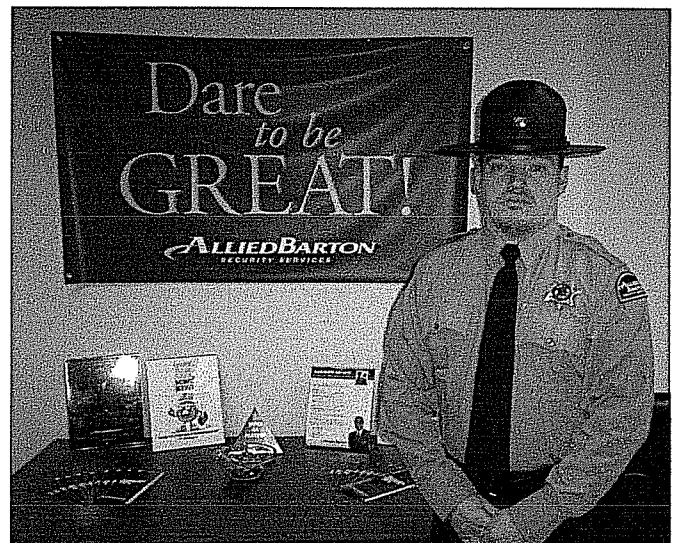
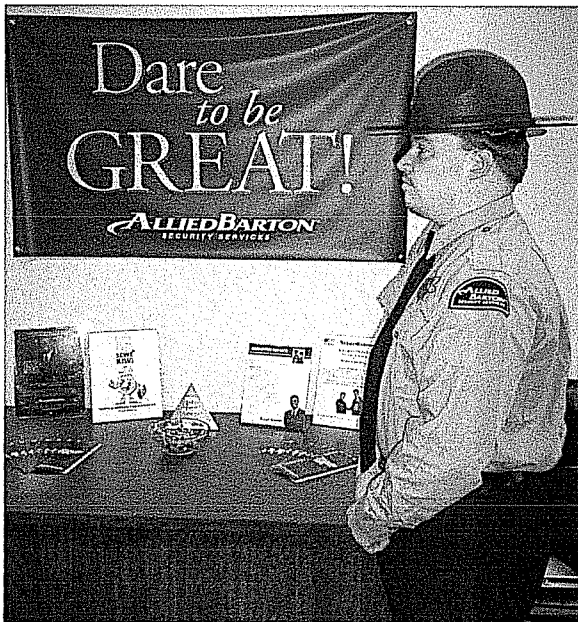
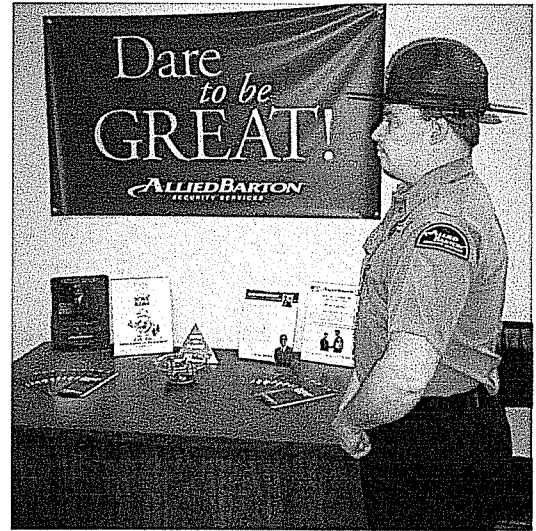
- 3.5 We Comply
- 3.6 We Comply
- 3.7 We Comply
- 3.8 We Comply
- 3.9 We Comply
- 3.10 Understand
- 3.11 We Comply
- 3.12 We Comply

- 3.13 We Comply
- 3.14 We Comply
- 3.15 We Comply
- 3.16 We Comply
- 3.17 We Comply
- 3.18 We Comply
- 3.19 We Comply
- 3.20 We Comply
- 3.21 We Comply
- 3.22 Photos Attached
- 3.23 We Comply
- 3.23.1 We Comply
- 3.23.2 We Comply
- 3.23.3 We Comply
- 3.24 We Comply
- 3.24.1 We Comply
- 3.24.2 We Comply
- 3.24.3 We Comply
- 3.24.4 We Comply
- 3.24.5 We Comply
- 3.24.6 Understand
- 3.24.7 We Comply
- 3.24.8 We Comply
- 3.24.9 We Comply
- 3.24.10 Understand
- 3.24.11 Understand
- 3.24.12 Understand
- 3.24.13 Understand
- 3.24.14 We Comply
- 3.24.15 We Comply
- 3.24.16 AlliedBarton will extend the service and pricing of this contract to other State Spending Units. Emergency assignments without advance notice may require a premium rate. Assignments outside Kanawha County may require travel and lodging expense.
- 4.1 We Comply
- 4.2

<u>Estimated Hours</u>	<u>Officer Classification</u>	<u>Hourly Billing Rate</u>	<u>Total Amount</u>
478	Limited Assignment Personnel	<u>\$11.96</u>	<u>\$5,716.88</u>
570	Probationary Officer	<u>\$11.96</u>	<u>\$6,817.20</u>
5,700	Security Officer II	<u>\$11.96</u>	<u>\$68,172.00</u>
5,700	Security Officer III	<u>\$11.96</u>	<u>\$68,172.00</u>
5,700	Security Officer IV	<u>\$11.96</u>	<u>\$68,172.00</u>
1,496	Sergeant	<u>\$12.39</u>	<u>\$18,535.44</u>
357	Lieutenant	<u>\$12.79</u>	<u>\$4,566.03</u>

Annual Total Estimated Cost:

\$240,151.55



BID BOND
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we ALLIEDBARTON SECURITY SERVICES
as Principal, and **RLI Insurance Company**, a corporation duly organized under the laws of the State of Illinois, as Surety, are
held and firmly bound unto STATE OF WEST VIRGINIA
as Obligee, in the sum of

Twenty Five Thousand and 00/100 Dollars (\$ 25,000.00),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Uniformed unarmed security officers for the State Capitol Complex.


NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the
Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract
Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor
and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give
such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the
amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to
perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 27th day of February, 2007.

(SEAL)

ALLIEDBARTON SECURITY SERVICES

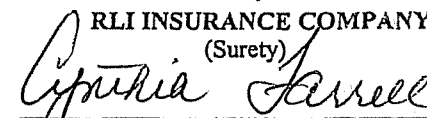
(Principal)


(Title)

(SEAL)

RLI INSURANCE COMPANY

(Surety)


Cynthia Farrell, Attorney-In-Fact



RLISurety
 A Division of RLI Insurance Company
 P.O. Box 3967 Peoria, IL 61612-3967
 Phone: 309-692-1000 Fax: 309-692-8637

RLI Insurance Company

December 31, 2005

Admitted Assets

Investments:	
Fixed maturities	\$ 571,645,536
Equity securities	611,816,336
Short-term investments	16,001,776
Real estate	6,081,232
Cash on hand and on deposit	-1,965,894
Other invested assets	6,500,000
Agents' balances	54,880,790
Investment income due and accrued	7,330,537
Funds held	4,000
Reinsurance recoverable on paid losses	21,397,323
Federal income taxes receivable	0
Electronic data processing equipment, net of depreciation	1,490,986
Receivable from affiliates	0
Other admitted assets	5,088,054
Total Admitted Assets	\$ 1,300,270,576

Liabilities and Surplus

Liabilities:	
Reserve for unpaid losses and loss adjustment expenses	\$ 352,022,397
Unearned premiums	128,759,357
Accrued expenses	46,306,449
Funds held	605,482
Advance premiums	3,897,814
Amounts withheld	18,289,338
Ceded reinsurance premium payable	30,710,760
Payable for securities	1,990,357
Statutory penalties	4,779,400
Federal income tax payable	11,404,067
Borrowed money and accrued interest	6,254,554
Drafts outstanding	0
Payable to affiliate	3,293,020
Other liabilities	1,400,919
Total Liabilities	\$ 609,723,904
Surplus:	
Common stock	\$ 10,000,375
Additional paid-in capital	242,451,084
Unassigned surplus	438,095,213
Total Surplus	\$ 690,546,672
Total Liabilities and Surplus	\$ 1,300,270,576

State of Illinois }
 County of Peoria }

The undersigned, being duly sworn, says: That he is the President of RLI Insurance Company, that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of _____ and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6U.S.C sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2005.

Attest:



{ Corporate Seal Affixed }

Michael J. Stone President

Cynthia S. Dohm Assistant Secretary

Sworn to before me this 8th day of February 2006.



{ Notarial Seal Affixed }

Cherie L. Montgomery
 Cherie L. Montgomery Notary Public, State of Illinois



RLI Surety
 A Division of RLI Insurance Company
 P.O. Box 3967 Peoria, IL 61612-3967
 Phone: 309-692-1000 Fax: 309-692-8637

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:
Robert McDonough, Glenn Pelletiere, Thomas Rhatigan, Debra A. Deming, Betty Calderon, Cynthia Farrell, Halina Kazmierczak,
Elizabeth Marrero, Vivian Carti, Sandra Diaz, Evangelina Dominick, Annette Leuschner, jointly or severally.

in the City of New York, State of New York its true and lawful Agent and Attorney-in-Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Ten Million Dollars (\$10,000,000).

The acknowledgment and execution of such bond by the said Attorney-in-Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of November 13, 2008, but until such time shall be irrevocable and in full force and effect.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:


"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer, may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 11th day of November, 2006.

State of Illinois }
 County of Peoria } SS



RLI Insurance Company

By: Roy C. Die Vice President

CERTIFICATE

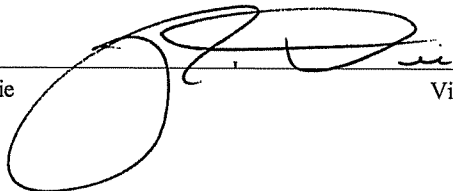
On this 11th day of November, 2006, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Cherie L. Montgomery Notary Public
 Cherie L. Montgomery



I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 27th day of February, 2007.

RLI Insurance Company

By: Roy C. Die Vice President


A F F I D A V I T

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

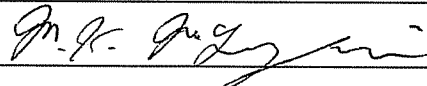
CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: AlliedBarton Security Services

Authorized Signature: _____



Date: March 13, 2007

STATE OF WEST VIRGINIA VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts).

West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

A. Application is made for 2.5% preference for the reason checked:

Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification;

or

Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;

or

Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification.

B. Application is made for 2.5% preference for the reason checked:

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid;

or

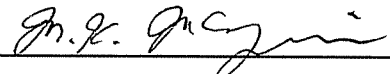
Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid.

Bidder understands if the Secretary of Tax & Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order issued; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Tax & Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: AlliedBarton Security Services

Signed: 

Date: March 13, 2007

Title: District Manager

*Check any combination of preference consideration(s) in either "A" or "B", or both "A" and "B" which you are entitled to receive. You may request up to the maximum of 5% preference for both "A" and "B".