



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

**Request for Quotation**

RFQ NUMBER
SECSVS11

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JO ANN ADKINS 304-558-8802

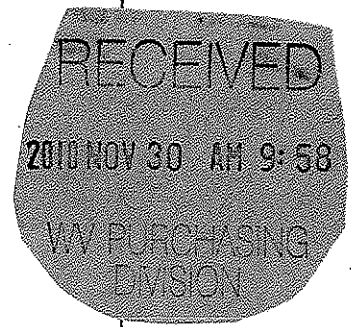
RFQ COPY  
 TYPE NAME/ADDRESS HERE  
**GH5 SECURE SOLUTIONS (USA) INC**  
**2333 MACCORKLE AVE.**  
**ST. ALBANS, W.V. 25177**

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/03/2010				

BID OPENING DATE: **11/30/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		990-46		
<p><b>BLANKET OPEN-END STATEWIDE CONTRACT</b></p> <p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR SECURITY GUARD SERVICE TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.</p> <p>ATTACHMENTS TO THIS REQUEST FOR QUOTATION:            1. SECSVS11 SPECIFICATIONS            2. SECSVS11 PRICING PAGE            3. PURCHASING AFFIDAVIT            4. VENDOR PREFERENCE CERTIFICATION</p> <p>PREVIOUS ANNUAL USAGE FOR THIS SERVICE IS APPROXIMATELY \$1.2 MILLION. SUBJECT FIGURE IS SHOWN FOR INFORMATIONAL PURPOSES AND SHOULD NOT BE CONSTRUED AS ANY GUARANTEE OF FUTURE CONTRACT USAGE.</p> <p><b>GUARD AND SECURITY SERVICES</b></p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Gen. Moore</i>	TELEPHONE <b>304-727-4608</b>	DATE <b>11/30/2010</b>
TITLE <b>Gen. Moore</b>	FEBV <b>304-0857245</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

# Request for Quotation

RFQ NUMBER  
**SECSVS11**

PAGE  
**4**


ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JO ANN ADKINS  
 304-558-8802**

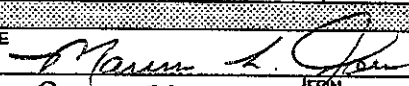
RFQ COPY  
 TYPE NAME/ADDRESS HERE  
**G4S SECURE SOLUTIONS (USA) INC.  
 2333 MACCORKLE AVE.  
 ST. ALBANS, WV. 25177**

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/03/2010				

BID OPENING DATE: **11/30/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUISITION NO.: .....						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO M PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1 .. ✓ .....						
NO. 2 .....						
NO. 3 .....						
NO. 4 .....						
NO. 5 .....						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
 SIGNATURE <b>G4S SECURE SOLUTIONS (USA) INC.</b> COMPANY						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	TELEPHONE 59-0857245	DATE 11/30/2010	ADDRESS CHANGES TO BE NOTED ABOVE
TITLE Gen. Miller			

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



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

# Request for Quotation

RFQ NUMBER  
**SECSVS11**

PAGE  
**5**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JO ANN ADKINS  
 304-558-8802**

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
**64S SECURE SOLUTION (USA) INC  
 2333 MACCORKLE AVE.  
 ST. ALBANS, WV. 25177**

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/03/2010				

BID OPENING DATE: **11/30/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>..... <b>11/30/2010</b> .....            DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.            REV. 09/21/2009</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE:  <a href="http://www.state.wv.us/admin/purchase/vrc/venpref.pdf">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</a></p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Maura [Signature]</i>	TELEPHONE 304-727-4608	DATE 11/30/2010
TITLE Gen. MGR	FEIN 59-0857245	ADDRESS CHANGES TO BE NOTED ABOVE

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



# SECSVS11

## Pricing Pages

Date: 11/30/2010

Vendor Name: B45 SECURE SOLUTIONS (USA) INC

# Years Providing Security Guards: 55

Contact Person: MARVIN L. JOSE

Phone #: 304-727-4608

Fax #: 304-727-4198

**REFERENCES:**

- (1) AMERICAN ELECTRIC POWER  
GARY Mc GRAW  
304-256-2707
- (2) ALPHA NATURAL RESOURCES  
STAN ELLISON  
304-890-9224

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

	Guard Classification	Estimated Hours	Hourly Billing Rate	Total Amount
1.	Limited Assignment Personnel	500	\$21.00	\$10,500.00
2.	Probationary Guard I	2000	\$21.00	\$42,000.00
3.	Security Guard II	10,000	\$21.00	\$210,000.00
4.	Security Guard III/Shift Supervisor	30,000	\$21.00	\$630,000.00
5.	Sergeant	10,000	\$21.00	\$210,000.00
6.	Lieutenant	5000	\$24.00	\$120,000.00

TOTAL: \$1,222,500.00

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

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

Pricing Pages

Date: 11/30/2010

Vendor Name: G4S SECURE SOLUTIONS (USA) INC.

# Years Providing Security Guards: 55

Contact Person: MARVIN JOSE

Phone #: 304-727-4608

Fax #: 304-727-4198

REFERENCES:  
 (1) ALPHA NATURAL RESOURCES  
 STAN ELLISON  
 304-590-9224  
 (2) AMERICAN ELECTRIC POWER  
 GARY MCGRAW  
 304-256-2707

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

	Guard Classification	Estimated Hours	Hourly Billing Rate	Total Amount
1.	Limited Assignment Personnel	500	\$21.00	\$10,500.00
2.	Probationary Guard I	2,000	\$21.00	\$42,000.00
3.	Security Guard II	10,000	\$21.00	\$210,000.00
4.	Security Guard III/Shift Supervisor	30,000	\$21.00	\$630,000.00
5.	Sergeant	10,000	\$21.00	\$210,000.00
6.	Lieutenant	5,000	\$24.00	\$120,000.00

TOTAL: \$1,222,500.00

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

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

Pricing Pages

Date: 11-30-2010

Vendor Name: GHS SECURE SOLUTIONS (USA) INC.

# Years Providing Security Guards: 55

Contact Person: MARVIN JOSE

Phone #: 304-727-4608

Fax #: 304-727-4198

REFERENCES:  
 (1) AMERICAN ELECTRIC POWER  
 GARY Mc GRAW  
 304-256-2707  
 (2) ALPHA NATURAL RESOURCES  
 STAN ELLISON  
 304-870-9224

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

	Guard Classification	Estimated Hours	Hourly Billing Rate	Total Amount
1.	Limited Assignment Personnel	500	\$24.00	\$12,000.00
2.	Probationary Guard I	2,000	\$24.00	\$48,000.00
3.	Security Guard II	10,000	\$24.00	\$240,000.00
4.	Security Guard III/Shift Supervisor	30,000	\$24.00	\$720,000.00
5.	Sergeant	10,000	\$24.00	\$240,000.00
6.	Lieutenant	5,000	\$27.00	\$135,000.00

TOTAL: \$1,395,000.00

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

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



Pricing Pages

Date: 11/30/2010

Vendor Name: G45 SECURE SOLUTIONS (USA) INC.

# Years Providing Security Guards: 55

Contact Person: MARVIN JOSE

Phone #: 304-727-4608

Fax #: 304-727-4198

REFERENCES:  
 (1) ALPHA NATURAL RESOURCES  
 STAN ELLISON  
 304-890-9224  
 (2) AMERICAN ELECTRIC POWDER  
 GARY Mc BRAU  
 304-256-2707

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

	Guard Classification	Estimated Hours	Hourly Billing Rate	Total Amount
1.	Limited Assignment Personnel	500	\$21.00	\$10,500.00
2.	Probationary Guard I	2,000	\$21.00	\$42,000.00
3.	Security Guard II	10,000	\$21.00	\$210,000.00
4.	Security Guard III/Shift Supervisor	30,000	\$21.00	\$630,000.00
5.	Sergeant	10,000	\$21.00	\$210,000.00
6.	Lieutenant	5,000	\$24.00	\$120,000.00

TOTAL: \$1,222,500.00

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

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

RFQ No. SECSV 11

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: G4S SECURE SOLUTIONS (USA) INC.

Authorized Signature: [Signature] Date: 11/30/2010

State of WEST VIRGINIA

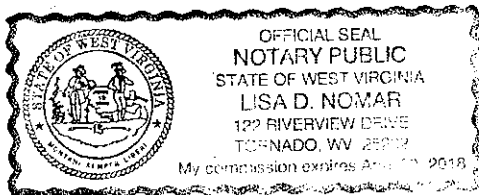
County of HANAWHA, to-wit:

Taken, subscribed, and sworn to before me this 30<sup>th</sup> day of November, 2010.

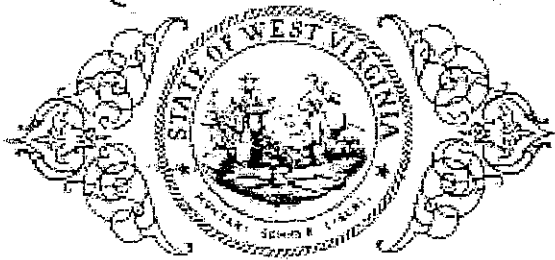
My Commission expires April 30, 2018.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** [Signature]



# State of West Virginia



## Certificate

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

*The Wackenhut Corporation*

*of*

*Palm Beach Gardens, FL*

*is hereby licensed to conduct the business and engage in the business as a Private Investigation Firm and Security Guard Firm in the State of West Virginia, under the provisions of and in compliance with Chapter 30, Article 18 of the West Virginia Code.*

*This certificate shall be in effect and valid from January 1, 2010 to December 31, 2010 unless suspended or revoked prior thereto, in accordance with the provisions of the West Virginia Code.*

*This license cannot be transferred.*



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

November 09,  
2009

*Natalie E. Tennant*

Secretary of State

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **G4S SECURE SOLUTIONS (USA) INC.**  
4200 Wackenhut Drive  
Palm Beach Gardens, FL 33410  
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and **LIBERTY MUTUAL INSURANCE COMPANY**  
175 Berkeley Street  
Boston, MA 02116  
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of MA  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
(Here insert full name and address or legal title of Owner)

STATE OF WEST VIRGINIA Department of Administration  
2019 Washington Street, East, Charleston, WV 25305-0130

as Obligee, hereinafter called the 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  
(Here insert full name, address and description of project)  
Request for Quotation - PRS10SEC - Unarmed Security Guard Services

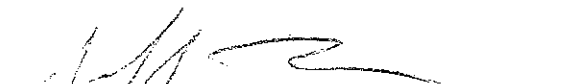
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful 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 13th day of July 2010


  
\_\_\_\_\_  
(Witness)

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

  
\_\_\_\_\_  
John Divers (Title) Contracts Manager

  
\_\_\_\_\_  
Jennifer Quinones (Witness)

**LIBERTY MUTUAL INSURANCE COMPANY**  
(Surety) (Seal)

  
\_\_\_\_\_  
Claudette Alexander (Title) Attorney-in-Fact

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

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

LIBERTY MUTUAL INSURANCE COMPANY  
BOSTON, MASSACHUSETTS  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **JOSEPH M. PIETRANGELO, PAUL S. RODRIGUEZ, CLAUDETTE ALEXANDER, CAROLINE K. LAMARRE, ALL OF THE CITY OF MIAMI, STATE OF FLORIDA** .....

....., each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **SEVENTY MILLION AND 00/100\*\*\*\*\* DOLLARS (\$ 70,000,000.00\*\*\*\*\* )** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations:

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 30th day of March, 2010

LIBERTY MUTUAL INSURANCE COMPANY

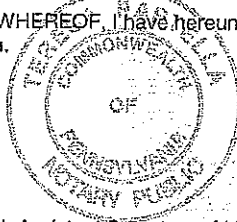


By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 30th day of March, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notary Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 26, 2013  
Member, Pennsylvania Association of Notaries.

By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual insurance Company at a meeting, duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

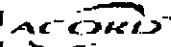
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 13th day of March, 2010.



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

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

To confirm the validity of this Power of Attorney call 1-610-832-6240 between 9:00 am and 4:30 pm EST on any business day.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/29/2010

**PRODUCER**  
Aon Risk Services, Inc of Florida  
1001 Brickell Bay Drive  
Suite 1100  
Miami FL 33131 USA

PHONE: (866) 283-7122 FAX: (847) 953-5390

**INSURED**  
G4S Secure Solutions (USA) Inc.  
f/k/a The Wackenhut Corporation  
d/b/a G4S Wackenhut d/b/a wackenhut  
4200 Wackenhut Drive  
Palm Beach Gardens FL 33410 USA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	New Hampshire Ins Co	23841
INSURER C:	Illinois National Insurance Co	23817
INSURER D:		
INSURER E:		

Holder Identifier: Charleston

### COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE: <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GL 0939658 General Liability (TWC)	10/02/2009	10/02/2010	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any time period)	EXCLUDED
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$1,000,000
						PRODUCTS - COMP/OP AGG	\$1,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS	CA 0936350 Automobile - VA (TWC)	10/02/2009	10/02/2010	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
B	CA 0936349 Automobile - MA (TWC)		10/02/2009	10/02/2010	BODILY INJURY (Per person)		
A	CA 0936348 Automobile - AOS (TWC)		10/02/2009	10/02/2010	BODILY INJURY (Per accident)		
					PROPERTY DAMAGE (Per accident)		
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY - EA ACC AGG	
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	
						AGGREGATE	
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC 4289015 WC - All Other States (TWC)	10/02/2009	10/02/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
C	WC 4289021 WC WI (TWC)		10/02/2009	10/02/2010	E.L. EACH ACCIDENT	\$1,000,000	
	WC 4289017 WC - FL (TWC)		10/02/2009	10/02/2010	E.L. DISEASE-EA EMPLOYEE	\$2,000,000	
					E.L. DISEASE-POLICY LIMIT	\$1,000,000	
		OTHER					

Certificate No.: 570039751763

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLE EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 Contract Name: Services Contract, Service: security guard services, TWC Office: Charleston. State of west Virginia is added as an Additional Insured excluding Workers' Compensation and Employers' Liability as required by written contract but limited to the operations of the Insured under said contract, and always subject to the

### CERTIFICATE HOLDER

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

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ANY FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE: *Aon Risk Services Inc of Florida*

**Attachment to ACORD Certificate for G4S Secure Solutions (USA) Inc.**

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

**INSURED**

G4S Secure Solutions (USA) Inc.  
 f/k/a The Wackenhut Corporation  
 d/b/a G4S Wackenhut d/b/a Wackenhut  
 4200 Wackenhut Drive  
 Palm Beach Gardens FL 33410 USA

INSURER
INSURER
INSURER
INSURER
INSURER

**ADDITIONAL POLICIES**

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
		WORKERS COMPENSATION				
A			WC4289016 WC - CA (TWC)	10/02/2009	10/02/2010	
A			WC4289019 WC - OR (TWC)	10/02/2009	10/02/2010	
A			WC4289018 WC - MA (TWC)	10/02/2009	10/02/2010	

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

policy terms, conditions and exclusions. False Arrest Insurance for false arrest, false imprisonment, libel, slander, invasion of privacy in the amount of \$5,000,000.

# ACORD™ CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YY)  
07/23/10

**PRODUCER**  
Aon Risk Services, Inc of Florida  
1001 Brickell Bay Drive  
Suite 1100  
Miami FL 33131 USA

PHONE-(866) 283-7122      FAX- (847) 953-5390

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY A      Federal Insurance Company

**INSURED**  
G4S Secure Solutions (USA) Inc.  
f/k/a The Wackenhut Corporation  
d/b/a G4S Wackenhut d/b/a Wackenhut  
4200 Wackenhut Drive  
Palm Beach Gardens FL 33410 USA

COMPANY B

COMPANY C

COMPANY D

Holder Identifier : Charleston

**COVERAGES**

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY <input type="checkbox"/> CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> FLOOD				<input type="checkbox"/> BUILDING <input type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> BUSINESS INCOME w/o Extra Expense <input type="checkbox"/> EXTRA EXPENSE <input type="checkbox"/> BLANKET BUILDING <input type="checkbox"/> BLANKET PERS-PROP <input type="checkbox"/> BLANKET BLDG & PP	
	<input type="checkbox"/> INLAND MARINE <input type="checkbox"/> TYPE OF POLICY <input type="checkbox"/> CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS <input type="checkbox"/> OTHER					
A	<input checked="" type="checkbox"/> CRIME TYPE OF POLICY Crime - Primary	68015692 EXECUTIVE PROTECTION	10/02/09	10/02/10	<input checked="" type="checkbox"/> Aggregate <input checked="" type="checkbox"/> Deductible <input checked="" type="checkbox"/> Employee	\$1,000,000 \$175,000 \$1,000,000
	<input type="checkbox"/> BOILER & MACHINERY					
	<input type="checkbox"/> OTHER					

Certificate Number : 570039672621

Certificate Number : 570039672621

**LOCATION OF PREMISES \ DESCRIPTION OF PROPERTY**

Contract Name: Services Contract, Service: security guard services, TWC Office: Charleston.

**SPECIAL CONDITIONS / OTHER COVERAGES**

Blanket Crime Coverage including Third Party Fidelity

**CERTIFICATE HOLDER**

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

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Inc. of Florida*



**Attachment to ACORD Certificate for G4S Secure Solutions (USA) Inc.**

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

**INSURED**

G4S Secure Solutions (USA) Inc.  
 f/k/a The Wackenhut Corporation  
 d/b/a G4S Wackenhut d/b/a Wackenhut  
 4200 Wackenhut Drive  
 Palm Beach Gardens FL 33410 USA

COMPANIES AFFORDING COVERAGE	
COMPANY	
COMPANY	
COMPANY	
COMPANY	

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

Co Ltr	Type of Insurance *	Policy Number	Policy Eff. Date	Policy Expir.	† Limits	
A	CRIME	68015692 EXECUTIVE PROTECTION	10/02/09	10/02/10	Depositors Forgery	\$1,000,000
					Computer Fraud	\$1,000,000
					Transit Limit	\$1,000,000
					Credit Card	\$20,000

**LOCATION OF PREMISES \ DESCRIPTION OF PROPERTY**

**SPECIAL CONDITIONS / OTHER COVERAGES**

Certificate Number : 570039672621

# State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

**1. Application is made for 2.5% resident vendor preference for the reason checked:**

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

**2. Application is made for 2.5% resident vendor preference for the reason checked:**

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

**3. Application is made for 2.5% resident vendor preference for the reason checked:**

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

**4. Application is made for 5% resident vendor preference for the reason checked:**

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

**5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

**6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: MARVIN L. JOSE Signed: *Marvin L. Jose*  
 Date: 045 SECURE SOLUTIONS(USA) INC. Title: GEN MGR  
11-30-2010

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