I. TECHNICAL PROPOSAL
UNIFORMED SECURITY GUARDS for
State of Nevada Purchasing Division

Due: October 22, 2012 by 2:00 p.m. (Local Time)

Presented to:
Annette Morfin
Purchasing Officer

Presented by:
Steve McCoy
Business Development Manager
Government Services/Southwest Region
Office: 702-795-3317, x23
Fax: 702-795-3646
Mobile: 702-544-8396
Email: steve.mccoy@alliedbarton.com

Nevada State License # 421

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<thead>
<tr>
<th>Part I A – Technical Proposal</th>
</tr>
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<tbody>
<tr>
<td>RFP Title: Uniformed Security Guard</td>
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<td>RFP: 2030</td>
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<tr>
<td>Vendor Name: AlliedBarton Security Services</td>
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<tr>
<td>Address: 1515 E. Tropicana Avenue, Suite 680 Las Vegas, NV 89119</td>
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<td>Proposal Opening Date: October 22, 2012</td>
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<td>Proposal Opening Time: 2:00 PM</td>
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State of Nevada  
515 E. Musser Street, Suite 300  
Carson City, NV 89701  
Att: Annette Morfin, Purchasing Officer  

October 22, 2012


Dear Ms. Morfin and Members of the Selection Committee:

AlliedBarton Security Services (AlliedBarton) is honored to present our proposal to the State of Nevada in response to the above-captioned Request for Proposal for Security Officer Services throughout the state.

The more than 600 AlliedBarton employees in the Las Vegas/Reno market are proud of having served the businesses and citizens of Nevada for more than 25 years, and we are excited about the prospect of entering into a partnership with the State of Nevada. From the Regional Transportation Commission of Southern Nevada (RTCSNV), the City of Las Vegas, the Las Vegas Valley Water District, as well as all Clark County Libraries, AlliedBarton is extremely proud to be Nevada’s premier provider of security services to these government entities.

**Demonstrated competence and experience in performance of comparable engagements.** As the nation’s largest, American-owned and operated security officer services provider, we deliver more than 1,000,000 weekly man-hours of service to states, municipalities and counties across the country. Our dedicated Government Services Division is comprised of professionals with diverse backgrounds beyond traditional security expertise, and includes former government officials who understand the unique challenges our government clients face. Our references highlight our Nevada government contracts.

**Conformance with the terms of this RFP.** Our proposal has been prepared in conformance with the requirements outlined in the RFP as well as the 2 Addendums that were issued.

**Expertise and availability of key personnel.** The State of Nevada account will be managed by a team of experts to include our Nevada VP of operations, our Reno/Las Vegas district manager, as well as 2 dedicated account managers—at no additional cost—to oversee and supervise the officers posted at each agency or facility as outlined in the RFP. Resumes of each are included in our proposal.

**Cost.** To attract and retain high-caliber personnel, AlliedBarton’s wage and benefits program, one of the best in the industry, is designed to be a true value to our security officers. We offer medical plans, dental, vision, disability and life insurance, paid vacations, 401K as well as Employee Assistance Programs (EAP). Officers deserve a benefits package that will truly reward — and show appreciation for all of their hard work. Thank you for the chance to share our program with you. We are confident AlliedBarton can provide the State of Nevada with the excellence you expect in your security officer program.

Sincerely,

John Valdez  
Vice President, Business Development  
AlliedBarton Security Services/Southwest Region
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>TAB</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Cover</td>
</tr>
<tr>
<td>II</td>
<td>Table of Contents</td>
</tr>
<tr>
<td>III</td>
<td>Form A, Vendor Information Sheet for RFP 2030</td>
</tr>
<tr>
<td>IV</td>
<td>Amendments</td>
</tr>
<tr>
<td></td>
<td>Form D, Confidentiality and Certification of Indemnification</td>
</tr>
<tr>
<td></td>
<td>Attachment C – Vendor Certifications</td>
</tr>
<tr>
<td></td>
<td>Attachment K—Certification Regarding Lobbying</td>
</tr>
<tr>
<td>V</td>
<td>Attachment B—Technical Proposal Certificate of Compliance with Terms and Conditions of RFP</td>
</tr>
<tr>
<td></td>
<td>Certificates of Insurance</td>
</tr>
<tr>
<td>VI</td>
<td>Scope of Work Response (RFP Section 3)</td>
</tr>
<tr>
<td>VII</td>
<td>Company Background and References (RFP Section 4)</td>
</tr>
<tr>
<td>VIII</td>
<td>Resumes</td>
</tr>
<tr>
<td>IX</td>
<td>Other Information</td>
</tr>
</tbody>
</table>
A VENDOR INFORMATION SHEET FOR RFP 2030

Vendor Must:

A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;
B) Type or print responses; and
C) Include this Vendor Information Sheet in Tab III, State Documents of the Technical Proposal.

<table>
<thead>
<tr>
<th>V1</th>
<th>Firm Name</th>
<th>AlliedBarton Security Services</th>
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<tbody>
<tr>
<td>V2</td>
<td>Street Address</td>
<td>1515 E. Tropicana Avenue, Suite 680</td>
</tr>
<tr>
<td>V3</td>
<td>City, State, ZIP</td>
<td>Las Vegas, NV 89119</td>
</tr>
<tr>
<td>V4</td>
<td>Telephone Number</td>
<td>Area Code: 702 Number: 795-3317 Extension: 27</td>
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<tr>
<td>V5</td>
<td>Facsimile Number</td>
<td>Area Code: 702 Number: 795-3646 Extension:</td>
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<tr>
<td>V6</td>
<td>Toll Free Number</td>
<td>Area Code: 888 Number: 239-1104 Extension:</td>
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</tbody>
</table>

**Contact Person for Questions / Contract Negotiations, including address if different than above**

Name: Steve McCoy
Title: Business Development Manager
Address: 1515 E. Tropicana Avenue, Suite 680, Las Vegas, NV 89119
Email Address: steve.mccoy@alliedbarton.com

| V8 | Telephone Number for Contact Person | Area Code: 702 Number: 795-3317 Extension: 23 |
| V9 | Facsimile Number for Contact Person | Area Code: 702 Number: 795-3646 Extension: |

**Name of Individual Authorized to Bind the Organization**

Name: John Valdez
Title: Vice President/Business Development

Signature (Individual must be legally authorized to bind the vendor per NRS 333.337)

Signature: 
Date: October 21, 2012
SUBJECT: Amendment No. 1 to Request for Proposal No. 2030

DATE OF AMENDMENT: October 3, 2012
DATE OF RFP RELEASE: August 29, 2012
DATE AND TIME OF OPENING: October 22, 2012 @ 2:00 P.M.
AGENCY CONTACT: Annette Morfin, Procurement Staff Member

The following shall be a part of RFP No. 2030 for Uniformed Security Guards. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

Clarification on any reference to security guards who may carry weapons: NRS 333.700 must be met by any security guard who will or may be carrying a weapon. The security guard must possess the skills required of and meet the same physical requirements as law enforcement personnel certified by the Peace Officers’ Standards and Training Commission created pursuant to NRS 289.500.

Revision of Section 3.8.2.1 as follows:

“All security guards employed by the contractor(s) and stationed at agency facilities must meet the following criteria:” (Note: delete “defined under NRS 648.110.) Sections A. – H. do not exist under NRS 648.110.

Revision of Section 3.8.2.1 (G) as follows:

“All security guards must have and carry in their possession a work card issued by the Private Investigators Licensing Board (PILB) as defined under the provisions of NAC 684. The work card will specify armed or unarmed security.”

Revision of Section 3.8.5.2 as follows:
All security guards assigned by the contractor(s) must have successfully completed the Private Investigators Licensing Board (PILB) Security Guard Exam and, if the individual guard is to be armed, must also successfully complete the PILB required thirteen (13) hour Armed Security Guard training course. The individual security guard shall possess the required and appropriate guard cards for their respective assignment prior to reporting to duty at an assigned state post.

Questions and Answers:

1. Who is the current security provider? Are they eligible for re-hire?

   The current contract is with Andrews International and yes they are eligible to receive another contract based on the scores of the evaluation committee.

2. How long has the current provider held the contract?

   Andrews International has had the contract since September 1, 2008.

3. Is a list available detailing the site locations currently being served?

   Currently there are approximately 29 locations being served in Las Vegas and 12 locations in Reno-Sparks-Carson City. There is 1 location in Elko and 1 location in Winnemucca.

4. Section 3.3.2.4.D: Is the State wanting weapon certifications to be provided with the bid submittal?

   With your RFP proposal, we would need to know what weapons you have certifications for. If you are awarded a contract; then we would need to receive those weapon certifications with five (5) working days.

5. Or may the weapon certifications be provided after an agency informs the contractor of the types of weapons to be issued?

   Refer to answer on Question 4.

   The following 2 questions are related:

6. Section 5 Cost: Is this asking for a breakdown of vendor incurred costs/expenses from which our quoted pricing is derived?

   This is asking for the hourly rate you will charge the State for each of the requested services. That hourly rate would include your incurred costs and expenses i.e, vehicle, maintenance, fuel and wages.

7. Attachment I states "Provide Detailed Information Regarding Rates". What type or level of detail is required other than the Bill Rate? Please provide an example.

   Refer to answer on Question 6.

8. What is the current pay rate of the guards currently employed?

   The current hourly rates the State is being charged by Andrews International are as follows:

   Regular Shift – Armed - $25.52/hour
Regular Shift – Unarmed - $19.13/hour  
Overtime/Holiday – Armed - $38.27/hour  
Overtime/Holiday – Unarmed - $28.70/hour  
Special Events – Armed - $38.27/hour  
Special Events – Unarmed - $28.70/hour  
Emergency Shift - $38.27/hour  
Vehicle Patrol - $29.85/hour  
Random Marked Vehicle Stops - $19.13/hour

9. Can we bid on the Unarmed Guards without bidding on the Armed Guards or Vehicle patrol?

The State would prefer a firm who can provide armed and unarmed security guards. However all proposals will be scored based on the information we are provided; therefore, it is possible that a firm would be hired for unarmed guards and another firm for armed guards.

10. The RFP provided billed hours for the first two quarters of 2012 for Northern and Southern NV. Are there numbers for rural area as well?

Those are the only numbers available.

11. Must Patrol Vehicles be owned or leased by Vendor or can they be the personal Vehicles of the guards themselves?

They can be the personal vehicles of the guards, as long as they meet the insurance requirements. The awarded contractor(s) would have to demonstrate that those personal vehicles are covered by the insurance requirements listed in the RFP.

12. We are a staffing company do we need to be licensed as a Security Company as well?

Yes

13. What are the uniform Specs?

The uniform specifications would depend on the vendor who is awarded the contract(s), as described in section 3.8.6

14. Request for stationed and patrol officer locations, required schedule days and hours currently being serviced within the Carson City and Douglas County areas under the current contract.

The current agencies using these services in Northern Nevada are Welfare; Northern Nevada Adult Mental Health; Department of Motor Vehicles; Department of Employment, Training and Rehabilitation; Department of Transportation, Right of Way; State Contractors Board, State Medical Examiner and Public Utilities Commission. They could be located in Reno, Sparks, or Carson City.

15. Who is the incumbent contractor?

Andrews International

16. How long has the incumbent contractor had the contract?

Four (4) years
17. What are the current wages?

Refer to answer on Question 8.

18. Are there health and welfare, vacation and sick leave benefits required?

The security guards will not be employed by the State of Nevada. The contracted vendor would be the one to provide these benefits if they offer them. Vendors must disclose the employee benefits in their response to this RFP.

19. How many vehicles are required?

This information is unavailable. The number of vehicles can vary based on the security needs as deemed by the Agency.

20. Question on 3.3.2.1 "All security guards must have received training equivalent to a Category II Peace officer as described in NAC 289.150. Equivalent training is 200 hours covering the Topics listed in NAC 289.150. It is also accepting peace officer training from a certifying Agency, i.e. a security guard certified in another state has equivalent training." But in 3.8.5.2 it list the minimum for security guards as: eleven (11) hours for armed guards And four (4) hours for unarmed guards. The question is: which is correct: minimum standard training hours for peace officers of 200 Hours or the minimum training hours for security guards?

The State of Nevada strives to protect its employees with the highest trained personnel. While the requirement for the PILB licensing remains as the only licensing requirement, the state additionally requires the guards to have completed a POST certified Category II or greater course prior to being assigned to a post. This training can also be acquired in another state as long as the training meets or exceeds the requirements as listed under NAC 289.150. This training can be acquired by attendance in any state POST certified academy.

Additionally, in 2010, the Private Investigator Licensing Board (PILB) changed the licensing requirements;

For unarmed guards, there is currently no formal classroom requirement for licensing of guards. The PILB requires the successful passing of its test. The required materials can be found on their web site: [https://nevadapilb.glsuite.us/](https://nevadapilb.glsuite.us/) follow the “Work cards / Registered Employee Services” link then follow the “Security Guard Exam” to obtain the Security Guard Exam Study Guide.

For Armed Guards, once they possess a PILB work card, the employer must refer the guard to PILB and the PILB will clear the guard to the PILB required thirteen (13) hour Armed Guard training course. The course consists of 8 hours of classroom instruction and 5 hours of range instruction / qualification. Upon successful completion of this course, the guard will receive their armed guard work card.

21. (3.8.2) States that work cards shall be issued by the county where work to be performed...does the PILB card now satisfy this requirement? Or does the state require PILB guard card and sheriffs card in certain areas?

Effective in 2010, the Sheriff’s card and the PILB guard card are one and the same. There is no longer a requirement to obtain both cards. The work card issued by PILB is the sole licensing
requirement. The training requirement referred in Question 20 is still a state requirement to be assigned to a state post.

22. RFP states 11 hours of training for armed and 4 hours of training for unarmed...is this in addition to the Category II Equivalent? Please provide examples of acceptable sources of training to meet Category II.

Refer to answers on Question 20 and Question 21

23. Are the current officers receiving health benefits?

Since the security guards are the employee of the contracted vendor, not the State, this information is unavailable.

24. What are the current wages paid to the guards?

Refer to answer on Question 8.

25. Approximately how long does a patrol stop take to execute properly?

This would be determined by the contractor and the agency.

26. Can you provide any other benefits currently provided to the guards such as 401k, life, holiday pay, sick, vacation, dental, medical? Or perhaps a total cost associated with benefits?

Refer to answer on Question 23.

27. Can the current guards rollover to the new contractor? If so, are we able to communicate with them?

The State is not in a position to give advice about a contractor’s employment practices, or when an employee of a competitor may be contacted, but you should keep in mind some restrictions in state law. First, under NRS 284.1729, an agency generally may not, without prior approval from the Board of Examiners, enter into a contract if the contractor will be utilizing current state employees or persons who have been state employees with the past two years to perform the services. Second, under NAC 333.155, a person submitting a proposal may not discuss the substance of the Request for Proposal with any employees or representatives of the state agency other than the contact person designated in the RFP. The fact that a person is not an agency employee does not necessarily mean that he is not a representative under NAC 333.155. This prohibition does not apply if the discussions are totally unrelated to the contract to be awarded under the RFP.

28. Will the training requirement in RFP 2030 be required if current officers’ are retained?

The current officers’ should have received this training, as it is part of the current contract.

29. Are the patrol stops stated in RFP 2030 on a weekly or quarterly basis?

Patrol stops for Northern Nevada for April-June, 2012 were 900 and for Southern Nevada for the same period were 1,692.

30. Are there any set asides i.e. Minority Owned Business, Service Disabled Veteran Owned Business, Woman Owned Business, Veteran Owned Business?
No

31. Are any prisons included in the scope of work?

No

32. Section 3.8.3 - Please define "most experienced security guards". Is there a minimum requirement?

The State is looking for security guards that meet all of the requirements and who have the most experience in performing their duties. Additionally, refer to answer on Question 20.

33. Does this RFP include any of the State run penitentiary facilities?

No

34. Define the agency facilities in which our officers must have the equivalent to Category II Peace Officer Training. How many Officers will need to meet this requirement?

This requirement must be met by all security guards. This is a requirement of the State.

35. Is an internal officer who has received the Category II Peace Officer Training an acceptable trainer for our security personnel assigned to agency facilities?

Refer to answer on Question 20.

36. 5. Section 3.2 - Please define “Rural” Nevada Locations. Define all Southern and Northern Nevada Locations the contract would need to service.

Southern Nevada – Las Vegas
Northern Nevada – Carson City, Reno and Sparks
Rural Nevada – The rest of the State

37. Are the current incumbent security personnel eligible to remain on contract?

Yes

38. Is there preference points awarded on the contract?

No

39. As stated in the RFP "The State may award one (1) or more contracts in conjunction with this RFP, as determined in the best interests of the State". If awarded are we able to choose which facilities we provide service for?

No

40. Section 3.7.1 - Total Guard hours for first 2 quarters of 2012 are listed in the RFP Question: Is this a close approximation of the total annual Guard hours required in the first 2 quarters of 2014, 2015, and 2016?
The State has no way of knowing what will be needed in the future as the security needs are determined by the individual agencies on an on-going basis.

41. Section 3.7.2 - Total patrol stops per week may vary…. So. Nv = 2,614 and No. NV = 1,980 Question: Are these the number of stops that are required per year, or only for the 2nd quarter of 2012? (So. Nv = 2,614 and No. NV = 1,980)?

Refer to answer on Question 29.

42. Page 4 of 54: “There will not be an official tour of the State facilities. Vendors may visit the State facilities on their own”. Question: We would like to visit all of the sites in order to prepare the best proposal for the State. What are the locations of the various State facilities or agencies? Question: Which agencies or State facilities require armed guards and which locations require unarmed guards. Question: What are the approximate hours per week at each location in Southern and Northern Nevada for the annual guard hour requirement?

The State does not have addresses for all of the facilities using the current contract. The State does not know which facilities are using armed guards as opposed to unarmed guards. The various agencies would decide the number of hours per week the security guards would be needed.

43. Can you provide a list of Patrol Stops, their locations at which State facilities, for Southern and Northern Nevada? What are the number of stops required per day at each location?

The number of stops required per day would be at the discretion of the using agency. The only agencies currently using Patrol Stops are Department of Employment, Training and Rehabilitation in Southern Nevada; Nevada Department of Transportation/Right of Way in Northern and Southern Nevada.

44. What are the Locations or Posts that will require armed services?

The State has no way of knowing what will be needed in the future as the security needs are determined by the individual agencies on an on-going basis.

45. What is the difference between Vehicle Patrol and Random Marked Vehicle Stops, on Attachment I, Cost Schedule?

The Vehicle Patrol would be on a regular basis and Random Marked Vehicle Stops would be in a marked vehicle and random. In other words, they would not be on a regular schedule.

46. Section 3.4.1.5 of the RFP requests “vehicle patrol services”, and Section 3.4.1.6 requests “random marked vehicle stops”. Patrol stops are described further at RFP Sections 3.7.2 and 3.8.6.6. Section 3.8.5.2.K of the RFP also requests “alarm response” service. Question: Will the contractor be expected to provide those services at locations and/or times that the contractor is not simultaneously providing dedicated on-site security patrol, access control and other security services?

This would be at the discretion of the using agency.

47. The RFP materials state 2 indemnification clauses: one clause is found at Section 14 of the proposed contract and a second clause is stated as the first paragraph of the Insurance Requirements at Attachment E. Question: Which provision governs this opportunity?
Both govern this opportunity. One is for the contract and one is for the insurance.

48. Page 7 of 54, 2.1, State Observed Holidays- Question: are all of the holidays recognized by the State billable?

If the contracted vendor(s) does not recognized the State observed holiday; then the contracted vendor(s) could not bill the State. Vendors will need to list all of their observed holidays in the proposal.

49. 3.3.2.1- Equivalent training is 200 hours covering the topics listed in NAC 289.150. Question: When is this 200 hours of training required to be completed by? Question: Are any of these 200 hours of training online and self-paced?

Refer to answer on Question 20. Police academies are not generally self-paced or on-line.

50. 3.3.2.4 Weapons- “B. Types of weapons issued are an agency decision. To carry any weapons the armed security guard would have to be certified with that particular type of weapon.” Question: What type of weapon is the incumbent currently using?

The State does not have this information.

51. 3.4.3.1- Special consideration will be given to cost proposals that do not exceed the Federal Government, General Services Agreement (GSA) levels. Question: What is meant by this statement? Question: Do we need to submit a copy of our GSA Schedule for Nevada?

The actual wages paid to the security guards must not exceed the GSA levels.

52. 3.4.3.2 Cost shall not include travel to the primary location of service. 3.4.3.3 Services involving vehicle patrol shall not include a monthly vehicle rental cost. Question: What is the distance between sites for the patrol services and security functions?

The State does not have this information.

53. How many patrol vehicles are required throughout the State to perform the Vehicle Patrol and the Random Marked Vehicle Stops?

The State does not have this information.

54. 3.7.2 Total patrol stops per week may vary for each agency. The main objective is to check doors and windows. State agencies will not provide vehicles for these patrol stops. Question: How many agencies are there and where are they located and how many stops per shift/day are required at each?

Refer to answer on Question 43.

55. 3.8.1.3 Contractor(s) is/are directly responsible for the supervision of all security guards stationed at agency facilities. Supervisors must make on-site reviews at least once a week and interface weekly with the local agency liaison. Question: Where are the agency facilities located throughout the State? Question: How many supervisors is the current vendor using? Which agency locations require a supervisor be on post?

The various agency facilities locations are unavailable. The State does not know how many supervisors the current vendor is using. A supervisor does not need to be posted, they just need to make one-site reviews at least once a week and interface weekly with the local agency liaison.
56. Does the current vendor use an Account Manager to manage this project, and is that position billable?

This information is unavailable.

57. 3.8.5.1 All training will be furnished by the contractor(s). All wages, payroll taxes, benefits and fees related to security guard recruitment, physical examinations, drug testing, aptitude/qualification testing, indoctrination, training, mileage reimbursement and per diem shall be paid by the contractor at no additional cost to the State. Question: Are physicals required of the officers? There are physical standards but are we required to have our employees undergo a physical?

This would be at the discretion of the contracted vendor.

58. 3.8.5.2 All security guards assigned by the contractor(s) must have successfully completed, eleven (11) hours for armed guards or four (4) hours for unarmed guards, classroom instruction and training in the following areas: Question: Please clarify this section as compared to section 3.3.2.1, where it states 200 hours of peace officer training is required for each officer. Question: Can any portion of this training be employee paid?

Refer to answer on Question 20. The method of compensation between awarded contractors and their individual employees is the sole discretion of the contractor, however, this training is required prior to assignment to a state post, thus will not be billable to the state.

59. 3.8.6.6 – Patrol and Random Marked Vehicle Stops. The respective State agency will advise the contractor(s) on the locations and type of patrol and random marked vehicle stops required. Question: Can you provide a list of current Patrol Stops, and their locations at which State facilities, for Southern and Northern Nevada? Question: What is the number of stops required per day at each location with the current contractor?

Refer to answer on answer on Question 43. The number of stops required per day would be at the discretion of the using agency.

60. If we choose not to bid on the Patrol services, we will be excluded from award?

The State would prefer a firm who can provide all types of services requested. However all proposals will be scored based on the information we are provided; therefore, it is possible that a firm would be hired that did not provide patrol services.

61. Are all officers on the current contract certified peace officers as specified on 3.3.2.1, including patrol officers?

This was a requirement in the last RFP and thus the current contract.

62. How long is a patrol stop as listed on page 53? Where have these patrol stops been utilized in the past? If a rural area of Nevada requests a patrol stop, but we do not patrol that area of the state, can we defer the requesting agency to their local law enforcement?

Refer to answer on Question 43. The length of the patrol stop is unknown. Yes, you could defer the requesting agency to their local law enforcement if a patrol stop was required in an area of the State that you did not service.

63. What are the requirements for “Random Armed Marked vehicle patrol stops?” Are officers expected to exit the vehicle? Are they responding to alarms? Are these done as requested, or are there standardized requirements for each individual agency that utilizes patrol stops?
This would be at the discretion of the using agency.

64. Will officers be paid for travel and per diem for special events or emergency service?

_The cost per hour per category is what is being asked to be provided by the bidding vendors. Any and all travel and per diem costs paid to vendor employees shall be at the expense of the vendor. The state will not pay travel and per diem costs._

65. Section 11.2.7 allows third part beneficiaries of any local government to join or use this contract. However, many state and local government contracts have drastically different specifications and different pricing as a result. Questions: If a local government entity elects to join this contract, will the successful bidder have the opportunity to review their specific requirements and offer alternate pricing? If not, will the successful bidder have the right to refuse government agencies if their specifications require a different costing methodology or structure?

_An any State agency, political subdivision, school district, etc. using the contract would be charged the same rates. The successful contractor(s) would have the right to refuse political subdivisions, school districts, etc. if their requirements differed from the requirements in this RFP._

66. It is extremely difficult to offer competitive pricing without some idea of the work required to be performed and where. Questions: Historically, what agencies have used this service? What jobs did the security officers perform? How many hours were used by each agency? Where are these agencies located? Failure to provide this information could result in exorbitant bill rates from all bidders.

_It is unknown what job the security officers performed. The exact locations are unknown._

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<th>LOCATION</th>
<th>AGENCY</th>
<th>HOURS WORKS</th>
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<td>Dept. of Motor Vehicles</td>
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<td>Dept. of Employment, Training and Rehabilitation</td>
<td>4972</td>
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<tr>
<td>Northern Nevada</td>
<td>NV Department of Transportation</td>
<td>2225</td>
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<td>Northern Nevada</td>
<td>State Medical Examiner</td>
<td>7</td>
</tr>
<tr>
<td>Northern Nevada</td>
<td>Public Utilities Commission</td>
<td>10</td>
</tr>
</tbody>
</table>
67. 3.8.1.2 Contractor(s) shall maintain offices in the Las Vegas area and the Reno area for the duration of the contract. The office should have a manager and/or coordinator to manage the workforce and be available to answer questions from the various agencies. Question: Do both offices (Las Vegas & Reno) currently have to be in existence, or is it acceptable to open an office and staff accordingly if awarded the contract?

This would be required only if you are awarded a contract.

68. Section 3.7.1.1 – 50,269.08 total guard hours. How many hours are armed, how many hours are unarmed? What are the geographical boundaries between Northern Nevada, Rural Nevada, and Southern Nevada?

It is unknown how many hours are armed and unarmed. Refer to answer to answer on Question 36 for the geographical boundaries.

69. Section 3.7.2.2 – Patrol stops per week. Is the 2,614 per week, month, quarter, or year?

This is on a quarterly basis for April-June, 2012.

70. Section 3.7 –For cost estimations what are the locations for guards and patrol stops in Southern Nevada?

Refer to answer to Question 66.

71. Section 3.3.2.1 Category II Peace Officer – Are current Security Officers at this standard?

Refer to answer on Question 61.

72. Sections 3.3.2.1 and 3.8.5.2 Training. Standards from each section conflict. Which section and/or standard is correct?

Refer to answer on Question 20.

73. Section 3.3.2.4 – Weapons. Can weapons be owned by the individual security officer or does the company have to furnish them?

As long the weapons owned are licensed and the individual security officer is certified to use that weapon.

74. Section 3.3.2.4 – List of weapons and guards. When must the list be submitted?

This would need to be provided if you are awarded a contract.

75. Section 3.3.2.5 – Detaining a suspect. It appears in this section that the government is making a distinction between “arrest” and “detain”. Is there some other authority besides NRS 171.126 that you are using to make this distinction?

Section 3.3.2.5 has been removed from the RFP.

76. Section 3.4.1.4 – Define Emergency Shift.
(Section 3.3.1) The normal timeframe to establish any significant change in service and/or scheduling is 48 hours.

Should an agency require security staffing within this 48 hour time-frame, this shall be deemed an “Emergency Shift.” Any scheduled shifts within this 48 hour time-frame from the agency request to the start of the shift may be billed as an “Emergency Shift.”

77. Section 3.8.2.1(g) – Sheriff Issued work card. Work cards are now issued by the Nevada Private Investigators Licensing Board (PILB) in Carson City. Is this the work card in question? Please clarify.

Refer to answer on Question 21.

78. Section 3.8.5.2 (q) – Further define Traffic Control.

Refer to answer on Question 20. Section 3.8.5.2 has been revised and subsections A-S have been removed from the RFP.

79. Section 3.8.5.4 – Initial Training. Is this training billable?

Refer to answer on Question 58.

80. Sections 3.7.2, 3.8.6.6, 6.2.2.1 and page 50 attachment 1 Cost Schedule. 3.8.6.6 reflects vehicle patrols and random marked vehicle stops. Are these two separate posts? If so, how many billable hours are for the vehicle patrol? In addition 6.2.2.1 and 3.7.2 do not reflect a vehicle patrol. Please clarify.

These are two separate requirements. Billable hours for each are unavailable.

ALL ELSE REMAINS THE SAME FOR RFP 2030.

Vendor shall sign and return this amendment with proposal submitted.

NAME OF VENDOR

AlliedBarton Security Services

AUTHORIZED SIGNATURE

John Valdez, VP/BD

DATE October 21, 2012

RFP 2030 Amendment 1
C

SUBJECT: Amendment No. 2 to Request for Proposal No. 2030

DATE OF AMENDMENT: October 8, 2012

DATE OF RFP RELEASE: August 29, 2012

DATE AND TIME OF OPENING: October 22, 2012 @ 2:00 P.M.

AGENCY CONTACT: Annette Morfin, Procurement Staff Member

The following shall be a part of RFP No. 2030 for Uniformed Security Guards. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

1. Question 61 of Amendment 1 RFP 2030 states “Certified Peace Officer”. A Certified Peace Officer is a Police Officer. Police Officers are not Guards. Do we bid this as Police Officer II or Guard II?

   The hiring of security guards to protect State buildings is governed by NRS 333.710. NRS 333.710 (3) states:

   NRS 333.710 Contracts for security services when personnel of Capitol Police Division not available; use of independent contractors by Supreme Court.

   1. If personnel of the Capitol Police Division of the Department of Public Safety are not available to provide security services for a building, office or other facility of a using agency, the using agency may, pursuant to NRS 333.700, contract with one or more independent contractors to provide such services.

   2. If the Chief Justice of the Supreme Court determines that additional security is needed for the safe operation of any facility or building that is owned by or leased to the Supreme Court and occupied by its employees, the Supreme Court may contract with one or more independent contractors to provide security services for the facility or building. Any
contractor with whom the Supreme Court contracts for these services is subject to the oversight of a peace officer who provides security services for the Supreme Court and who is designated and directed by the Chief Justice.

3. An independent contractor with whom a using agency contracts pursuant to subsection 1 must:

(a) Be licensed as a private patrol officer pursuant to chapter 648 of NRS or employed by a person so licensed; and

(b) Possess the skills required of and meet the same physical requirements as law enforcement personnel certified by the Peace Officers’ Standards and Training Commission created pursuant to NRS 289.500.

4. An independent contractor with whom the Supreme Court contracts pursuant to subsection 2 must be licensed as a private patrol officer pursuant to chapter 648 of NRS or employed by a person so licensed.

(Added to NRS by 2009, 2231; A 2011, 80)

The contract is not attempting to hire peace officers, only security guards.

ALL ELSE REMAINS THE SAME FOR RFP 2030.

Vendor shall sign and return this amendment with proposal submitted.

NAME OF VENDOR

AlliedBarton Security Services

AUTHORIZED SIGNATURE

John Valdez, VP/BD

DATE

October 21, 2012

RFP 2030 Amendment 2

THIS DOCUMENT MUST BE SUBMITTED IN THE “STATE DOCUMENTS” SECTION/TAB OF VENDORS’ TECHNICAL PROPOSAL
D ATTACHMENT A – CONFIDENTIALITY & CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” will not be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors’ technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFP, vendors are requested to submit confidential information in separate binders marked “Part I B Confidential Technical” and “Part III Confidential Financial”.

The State will not be responsible for any information contained within the proposal. Should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as defined in Section 2 “ACRONYMS/DEFINITIONS.”

Please initial the appropriate response in the boxes below and provide the justification for confidential status.

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<th>Part I B – Confidential Technical Information</th>
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<tr>
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<th>A Public Records CD has been included for the Technical and Cost Proposal</th>
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<th>Part III – Confidential Financial Information</th>
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<td>YES</td>
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<td>Justification for Confidential Status</td>
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AlliedBarton Security Services

Company Name

Signature

John Valdez, VP/BD
Print Name

October 21, 2012
Date

This document must be submitted in Tab IV of vendor’s technical proposal
ATTACHMENT C – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

(1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.

(2) All proposed capabilities can be demonstrated by the vendor.

(3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.

(4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.

(5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.

(6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.

(7) Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor’s proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State’s selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

(8) All employees assigned to the project are authorized to work in this country.

(9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.

(10) The company has a written policy regarding compliance for maintaining a drug-free workplace.

(11) Vendor understands and acknowledges that the representations within their proposal are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

(12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.

(13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

AlliedBarton Security Services

Vendor Company Name

Vendor Signature

John Valdez, VP/BD

Print Name

October 21, 2012

Date

This document must be submitted in Tab IV of vendor’s technical proposal
ATTACHMENT K – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, 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.

(2) 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 of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By: ____________________________________________  October 21, 2012

Signature of Official Authorized to Sign Application  Date

For:  AlliedBarton Security Services

Vendor Name

Request for Proposal: 2030 for Uniformed Security Guards

Project Title

This document must be submitted in Tab IV of vendor’s technical proposal
I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal.

YES  I agree to comply with the terms and conditions specified in this RFP.

NO  X  I do not agree to comply with the terms and conditions specified in this RFP.

In order for any exceptions and/or assumptions to be considered they **MUST** be documented in detail in the tables below. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. Vendors must be specific. Nonspecific exceptions or assumptions may not be considered. If the exception or assumption requires a change in the terms or wording of the contract, the scope of work, or any incorporated documents, vendors must provide the specific language that is being proposed in the tables below.

**AlliedBarton Security Services**

Company Name

______________________________
Signature

______________________________  __________________________
John Valdez, VP/Business Development  October 21, 2012
Print Name  Date

**Vendors MUST use the following format.**  Attach additional sheets if necessary.

**EXCEPTION SUMMARY FORM**

<table>
<thead>
<tr>
<th>EXCEPTION #</th>
<th>RFP SECTION NUMBER</th>
<th>RFP PAGE NUMBER</th>
<th>EXCEPTION (Complete detail regarding exceptions must be identified)</th>
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<tr>
<td>1</td>
<td>3.8.1.1</td>
<td>11</td>
<td>Allied Barton will consider all service requests by an Agency and will make a determination based on the results of a site inspection. At line 1, replace “shall” with “may”. At line 2, after the word “agency”, add the phrase “subject to performance by Contractor of a site inspection and results thereof that are satisfactory to Contractor”.</td>
</tr>
<tr>
<td>2</td>
<td>Attachment D Contract Form Section 12</td>
<td>Contract Form Page 4</td>
<td>We request that State consider revising the Indemnification clause to add a general reciprocal waiver of consequential damages.</td>
</tr>
<tr>
<td>EXCEPTION #</td>
<td>RFP SECTION NUMBER</td>
<td>RFP PAGE NUMBER</td>
<td>EXCEPTION (Complete detail regarding exceptions must be identified)</td>
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</tbody>
</table>
| 3           | Attachment D        | Contract Form Page 4 | At line 2, delete the word “Contract”.  
Add the following at line 2, after the reference to “punitive damages”: “or consequential, incidental or indirect damages, or for lost profits.”  
At the last line, after the word “liability” add the phrase “for direct damages”. |
| 4           | Attachment D        | Contract Form Page 4 | AlliedBarton’s provision of any vehicle patrol and/or alarm response services to any location that is not staffed by onsite AlliedBarton Security Services personnel is subject to different risk provisions that take into account the circumstances entailed therein that are outside our ability to control. Please add the following as the last paragraph of Contract Section 14 and Attachment E:  
To the extent any alarm monitoring and response services or vehicle patrol services performed under this Agreement are requested for a location at any time(s) that it is not staffed by onsite Contractor personnel such services shall as to any period that such personnel are not onsite be referred to as “Remote Alarm
<table>
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<th>EXCEPTION #</th>
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<th>EXCEPTION (Complete detail regarding exceptions must be identified)</th>
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<td>Services” and “Non-Dedicated Vehicle Patrol Services” as the case may be. Anything in the Contract at Attachment D (including without limitation to Sections 12, 14 and 16) and Attachment E to the contrary notwithstanding, as to such Remote Alarm Services and Non-Dedicated Vehicle Patrol Services: (i) Contractor’s duty hereunder shall consist solely of reasonable efforts to respond to alarms or visit a specifically identified location an agreed number of times over an agreed time frame and to perform mutually agreed tasks; (ii) CONTRACTOR EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO NON-DEDICATED VEHICLE PATROL AND REMOTE ALARM RESPONSE SERVICES. THOSE SERVICES ARE PROVIDED “AS IS” AND USE OF SUCH SERVICES IS AT THE STATE’S OWN RISK. Specifically, but without limitation of the foregoing, Contractor does not represent, warrant to guarantee that the Remote Alarm Services and Non-Dedicated Vehicle Patrol Services will diminish or prevent loss, damage or injury to the State or third parties; (iii) Contractor shall not be liable for any claims, demands, damages, liabilities, losses, costs or expenses (“Losses”) arising out of performance or non-performance of the Remote Alarm Services and Non-Dedicated Vehicle Patrol Services unless any such Losses are proven to have been caused solely by the gross negligence of Contractor’s employees in the course and scope of their employ, and even if it is alleged or proved that Contractor or its employees were negligent or otherwise at fault, including the sole or contributory negligence of Contractor, in whole or in part; (iv) the State shall indemnify, protect, defend and hold harmless Contractor to extent of any Losses except those for which Contractor is responsible under subsection (iii).</td>
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<tr>
<td>EXCEPTION #</td>
<td>RFP SECTION NUMBER</td>
<td>RFP PAGE NUMBER</td>
<td>EXCEPTION (Complete detail regarding exceptions must be identified)</td>
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<tr>
<td>5</td>
<td>Attachment D</td>
<td></td>
<td>of this paragraph; (v) Contractor’s aggregate liability for any Losses for which it is responsible under subsection (iii) of this paragraph shall in no event exceed the amounts paid by the State for the Remote Alarm Services or Non-Dedicated Vehicle Patrol Services, as the case may be; (vi) the State’s status as an additional insured on Contractor’s insurance as set forth in Section 16 of the Contract at Attachment D and in Attachment E shall not apply with respect to the Remote Alarm Services and Non-Dedicated Vehicle Patrol Services; and (vii) in no event shall Contractor employees be required to undertake any duty which could potentially expose themselves to unreasonable risk or harm.”</td>
</tr>
<tr>
<td>6</td>
<td>Attachment E</td>
<td>6</td>
<td>Please consider revising the waiver of subrogation to provide for a reciprocal waiver in favor of the Contractor.</td>
</tr>
</tbody>
</table>

Allied Barton regularly adds clients to our liability insurance as additional insureds, so long as our obligations are aligned with our contractual indemnification obligations and the specified insurance limits we have agreed to provide.

Accordingly:

At Section 16.B.1 of Attachment D, delete the phrase “for all liability arising from the Contract” and replace it with the phrase: “to the extent of the liability assumed by Contractor under this Contract and the current specified insurance limits agreed to for this Contract”.

At Section A.1.e and Section A.2.a of Attachment E, delete the phrase beginning with “with respect to liability” and ending with “on behalf of the Contractor” and replace it with the phrase “to the extent of the liability assumed by Contractor under the contract governing performance of the services by Contractor and the current specified insurance limits herein”.

Delete Section B.1 of Attachment E in its entirety.
<table>
<thead>
<tr>
<th>EXCEPTION #</th>
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<th>EXCEPTION (Complete detail regarding exceptions must be identified)</th>
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</thead>
<tbody>
<tr>
<td>7</td>
<td>Section A.1.e; Section A.2.a; Section B.1</td>
<td></td>
<td>As a multibillion dollar company AlliedBarton’s insurance program is structured to include SIRs and deductibles that are reflective of our financial size and stability. Due to AlliedBarton maintaining a higher deductibles and SIRs, we would like to discuss increasing the stated limit in Section 16.B.4.</td>
</tr>
<tr>
<td>8</td>
<td>Attachment E</td>
<td></td>
<td>Consistent with our comments to Exception 5, AlliedBarton’s blanket additional insured endorsements to our general and auto liability policies, attached hereto, cover all persons we have agreed by written contract to include as an additional insured to the extent of the coverage we have contractually agreed to provide. We request that the attached endorsements be substituted for the referenced endorsements.</td>
</tr>
<tr>
<td>9</td>
<td>Attachment D Contract Form Section 16.B.2 and Attachment E “Indemnification Clause”</td>
<td>Contract Form Page 6 and Attachment E</td>
<td>AlliedBarton’s specimen Certificate of Insurance, attached hereto, discloses the availability of the Umbrella coverage above the stated limits to the other liability insurance described therein. A clarifying note can also be added to the certificate to describe that coverage in greater detail. Accordingly, please delete Section 16.C.3 in its entirety.</td>
</tr>
<tr>
<td>10</td>
<td>Attachment D Contract Form Section 16.B.4</td>
<td>Contract Form Page 6</td>
<td>As part of AlliedBarton’s compliance with the SAFETY Act regulations, we respectfully request that the District consider including in the proposed Contract a reciprocal waiver of claims paragraph related to the provision of our services as such relate to the SAFETY Act and terrorism as such is defined under the regulations.</td>
</tr>
<tr>
<td>11</td>
<td>Attachment D Contract Form Section 16.C.2</td>
<td>Contract Form Page 6</td>
<td>See our comments to Exception 3 and also amend the Indemnification Clause to reflect the same standard described therein: • At line 1, add the phrase “at its sole cost and expense” after the word “participate”.</td>
</tr>
<tr>
<td>EXCEPTION #</td>
<td>RFP SECTION NUMBER</td>
<td>RFP PAGE NUMBER</td>
<td>EXCEPTION (Complete detail regarding exceptions must be identified)</td>
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|             |                     |                | • At line 5, add the phrase “to the extent” before the word “caused”.  
• At line 6 delete the phrase “or willful” and add the phrase “or willful misconduct” after the word “omissions”.  
• At line 8 after the word “Law”, add the phrase “except to the extent caused by the negligence or willful misconduct of any Indemnitee”.  
• At the end of line 10, delete the word “for” and replace it with “to the extent of”.  
• At line 11, delete the word “solely”.  |
| 12          | Attachment D Contract Form Section 16.C.3 | Attachment Form Page 6 | See our comment to Exception 2 and also revise the Indemnification clause to add the same general reciprocal waiver of consequential damages as the last sentence. |
| 13          | Attachment D Contract Form: proposed new provision | N/A | Allied Barton will provide crime insurance in the amount of $100,000. A Certificate of Insurance is attached. Our policy does contain a condition requiring an arrest or conviction as a condition of coverage. Accordingly:  
• Replace Section A.4.a with the following: The crime insurance policy shall be issued with limits of $100,000.”  
• Delete Section A.4.e in its entirety. |
| 14          | Attachment E “Indemnification Clause” | Attachment E | While we believe the specified insurance limits to be adequate, Allied Barton will consider requests for increased coverage from time to time subject to mutual agreement. Please revise Section G accordingly. |

ASSUMPTION SUMMARY FORM

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This document must be submitted in Tab V of vendor’s technical proposal
ACORD 25 (10/05)

The ACORD name and logo are registered marks of ACORD
CERTIFICATE OF LIABILITY INSURANCE

PRODUCER:
MAREX USA INC
3177 Arch St.
Philadelphia, PA 19103
Email: philadelphia@marex.com / Phone: (212) 940-6300

INSURED:
ALL CATION HOLDINGS LLC
ALLIED SECURITY HOLDINGS LLC
ALLIEDBARTON SECURITY SERVICES LLC
ALLIEDBARTON SECURITY SERVICES LLP
(SEE ATTACHED FOR ADDITIONAL NAMED INSURERS)
300 Washington Avenue, Suite 500
CORSICK HOPPER, PA 19028

COVERAGE:

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<th>LIABILITY LIMITS</th>
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</table>

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:
Manish Malhotra

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ACORD 25 (2010/05)

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AMERICAN OWNED. AMERICAN MANAGED.
## ADDITIONAL REMARKS SCHEDULE

<table>
<thead>
<tr>
<th>Agency</th>
<th>Named Insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marsh USA Inc</td>
<td>All Capital Holdings LLC</td>
</tr>
<tr>
<td></td>
<td>Allied Security Holdings LLC</td>
</tr>
<tr>
<td></td>
<td>Allied Barton Security Services LP</td>
</tr>
<tr>
<td>Carrier</td>
<td>MGIC Code</td>
</tr>
<tr>
<td>151 WASHINGTON STREET, SUITE 800</td>
<td>800</td>
</tr>
</tbody>
</table>

**ADDENDUM REMARKS**

**Additional Named Insured:**

- Spectracare Acquisition LLC
- VB Intermediate Holdings, Inc.

---

This additional remarks form is a schedule to ACORD Form.

**Form Number:** 25  **Form Title:** Certificate of Liability Insurance
ENDORSEMENT # 001

This endorsement, effective 12:01 A.M., 11/01/2011

Forms a part of Policy No.: 023058018

Issued to: AB CAPITAL HOLDINGS LLC

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - AUTOMATIC -
OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

GUARDSECURE PROFESSIONAL LIABILITY POLICY

A. Section II, WHO IS AN INSURED is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.

B. The insurance provided to additional insureds applies only to “bodily injury”, “property damage”, “professional liability” or “personal and advertising injury” covered under Section I, Coverage A, Bodily Injury and Property Damage and Professional Liability and Coverage B, Personal and Advertising Injury Liability, but only if:

1. The “bodily injury”, “property damage”, or “professional liability” results from your negligence; and

2. The “bodily injury”, “property damage”, “personal and advertising injury” or “professional liability” results directly from:

   a. Your ongoing operations; or

   b. “Your work” completed as included in the “products-completed operations hazard”, performed for the additional insured, which is the subject of the written contract or written agreement.

C. However, regardless of the provisions of paragraphs A. and B. above

1. We will not extend any insurance coverage to any additional insured person or organization:

   a. That is not provided to you in this policy; or

   b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and

LEXDOC021
LX0404
2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
   a. The Limits of Insurance provided to you in this policy; or
   b. The Limits of Insurance you are required to provide in the written contract or written agreement.

D. The insurance provided to the additional insured person or organization does not apply to:
   1. "Bodily injury", "property damage", "personal and advertising injury" or "professional liability" that results solely from negligence of the addition insured; or
   2. "Bodily injury", "property damage", Professional Liability or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:
      a. The preparing, approving, or failing to prepare or approve maps, ship drawings, opinion, reports, surveys, filed orders, change orders or drawing and specifications; and
      b. Supervisory, Inspection, architectural or engineering activities.

E. The additional insured must see to it that:
   1. We are notifies as soon as practicable of an "occurrence" or offense that may result in a claim:
   2. We receive written notice of a claim or "suit" as soon as practicable; and
   3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured also has rights as an insured or additional insured.

F. When required by written contract this endorsement is primary insurance and we will not seek contribution from any other insurance available to any additional insured person or organization unless the other insurance is provided by a contractor other than you for the same operations and job location. Then we will share with that other insurance by the method described in paragraph 4.C. of Section IV – Other Insurance Conditions

[Signature]
Authorized Representative OR
Countersignature(In states where applicable)
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR TRUCK CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

Under SECTION II – LIABILITY COVERAGE, the Who is An Insured provision in paragraph A. 1 is amended to include as an additional "insured" the person or organization who is required under a written contract with you to be included as an "insured" under this policy, but only with respect to their legal liability for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:
Policy Number: 11CAB4062603
Named Insured: AB CAPITAL HOLDINGS LLC
This endorsement is effective on the inception date of this Policy unless otherwise stated herein:
Endorsement Effective Date: 11/01/11
3. SCOPE OF WORK

3.1 GENERAL

E Security guards shall establish order and safeguard employees, property and clients while on agency premises;

F Security guards shall be familiar with non-violent resolutions to conflict; and

G Security guards shall assist in emergency situations, identify conflicts, intervene courteously, defuse potential employee/client problems and perform other security-related functions as required by the using agency.

Allied Barton has the experience, the personnel and the qualifications needed to protect the State of Nevada’s assets and personnel. We provide access/egress duties, visual inspection and post checks, physical checks, emergency response planning, quality assurance, and security force work planning through a blend of quality people, industry-leading training, and dedication to customer service—all of which are supported and facilitated by state-of-the-art technology and delivered nationally and locally.

For more than 50 years, Allied Barton has been the premier provider of security officer solutions. As the largest American-owned and managed security services company, we serve over 3,000 customers nationwide and more than 100 government customers.

The scope of services Allied Barton provides in both the public and private sectors varies based upon individual location and customer requirements. For the State of Nevada, we understand your needs and can provide armed and unarmed security officers, patrol and random marked vehicle stops as needed for various agencies throughout the State.

Per the RFP, we have read and understand that the State of Nevada contract requires approximately 2629 hour per week of armed and unarmed security officers, totaling 50 to 60 total officers, to include about 200 patrol hits per week.

Security guards will assist in emergency situations, identify conflicts, intervene courteously, defuse potential employee/client problems and perform other security-related functions as required by the using agency.

We will provide the necessary number of Guard 1 Plus wands (2) to document all patrol stops.

3.2 LOCATIONS AND HOURS

3.2.1 The services are required Statewide including Northern, Southern and Rural Nevada;

3.2.2 Indicate what services are available in the different areas; and

3.2.3 The respective agency and the successful vendor(s) will agree upon the location, days and hours of duty for the security guards.
AlliedBarton has been servicing clients in the State of Nevada for 25 years, since 1987. We employ and deploy nearly 600 highly trained and qualified security officers across the State supported by our local offices. We will negotiate in good faith with respective agency/ies regarding the location, days and hours of duty for the security officers.

3.3 SCHEDULE AND DUTIES

3.3.1 General

Under normal circumstances, the agency liaison will provide the successful vendor(s) with a minimum of 48 hours notice if any significant changes in service and/or scheduling are required.

AlliedBarton has the local and national resources to respond with appropriate staff and resource to provide the needs of the State agencies even in times of short notice. We currently deploy officers across the Las Vegas and the Reno/Sparks markets. Our certified recruiters understand the local labor pools, and we will provide the State of Nevada with the best screened and qualified officers for each and every post.

3.3.2 Duties

3.3.2.1 All security guards employed by the successful vendor(s) who are stationed at agency facilities must have received the training equivalent to a Category II peace officer as described in NAC 289.150. Security guards must be familiar with their respective post orders as most recently amended. The successful vendor(s) shall ensure that all of the duties outlined and other instructions issued by the agency liaison are carried out as specified.

Equivalent training is 200 hours covering the topics listed in NAC 289.150. It also is accepting peace officer training from a certifying agency, i.e., a security guard certified in another state has equivalent training.

We will provide the State with the best trained security officers in the industry. All security officers will have completed the required training (equivalent to a Category II peace officer) prior to assignment. The State will have final approval for all candidate security officers.

AlliedBarton is the training leader in the security industry. We were the first security company awarded Training Magazine’s prestigious Top 125 Award for excellence in training and have gone on to win that award for seven consecutive years (2006 to 2012). In addition, AlliedBarton has won other awards such as the American Society for Training and Development (ASTD) BEST Award and Excellence in Practice Award (2008) and the University Corporate University Xchange Award for Excellence and Innovation for three (3) consecutive years. These recognitions are unparalleled in the security industry and the general business community.

We understand the robust training requirements that will be required for the State’s security officers and supervisors that are critical to the successful execution. Our award-winning and nationally recognized training programs for security officers, supervisors and managers form the basis for the training we will provide as required for this project. The State can rest assure our
training will be customized to meet, and in many cases, exceed the specific requirements of the State.

Our training modules include a series focused on government facilities, that meet the latest Federal GSA standards and incorporate best practices, delivered and monitored through the AlliedBartonEDGE, the Company’s on-line learning management system. As needed, customized, project-specific programs can be deployed on the EDGE that support the specific training or customer service objectives of this project.

3.3.2.2 Safety

A. Perform all necessary services to assure the safety and protection of building occupants.

B. Immediately report potentially hazardous conditions and items in need of repair to the agency liaison.

The scope of services AlliedBarton provides in both the public and private sectors varies based upon individual location and customer requirements. All AlliedBarton security officers are trained to observe and report unusual activity and to ensure a safe environment for all. General security and safety duties include internal and external patrols, access control, patrol, responding to calls for service in immediate areas, detecting, reporting and correcting safety hazards, enforcing policies/procedures and applicable local and state laws, and providing a visible deterrent to vandalism and crime.

3.3.2.3 Emergency Assistance

A. In the event of an emergency situation, notify the appropriate police jurisdiction immediately and then the agency liaison.

B. Take prescribed action until assistance arrives.

In the event of an emergency situation, our officers will be trained to notify the appropriate police jurisdiction immediately and then the agency liaison. Post Orders will identify Emergency Plans at each post. Officers will be trained and tested to ensure their ability to support emergency response consistent with agency policies. Situations occasionally arise that requires the diversion of resources to mitigate potential threats against people and property, and also to perform a specialized task. During these scenarios, shift supervision will consult with the project manager or the State prior to requesting approval for diversion, except in cases of extreme emergency that are time critical. An appropriate level of management or supervision will contact the appropriate personnel to divert resource until assistance arrives.

3.3.2.4 Weapons

A. The agency liaison will advise the contractor(s) if they require armed or unarmed services.

B. Types of weapons issued are an agency decision. To carry any weapons the armed security guard would have to be certified with that particular type of weapon.
C. Vendors shall specify if they are providing armed, unarmed, or both armed/unarmed guards in their proposals and show appropriate pricing.

D. If providing armed guards defined under NAC 648.345 – 648.355; vendors shall provide a list of weapons which the guards are authorized to carry and show proof that guards are certified to carry those weapons.

AlliedBarton has the depth of resources to provide the State with both armed and unarmed security officers. All armed officers will be certified with the appropriate weapon to be carried. Unless in conflict with state, county, or municipal regulations, the standard Company-issued firearms and ammunition are a:

- **Glock Model 22 or 23, .40 caliber semi-automatic pistol with standard 10, 13, and/or 15 round capacity magazines; 165 grain .40 caliber jacketed hollow point round, such as Speer Gold Dot, Federal, Winchester, or a similar manufacturer’s round; or a,**

- **Glock Model 17 or 19, 9mm semi-automatic pistol with standard 10, 15, and/or 17 capacity magazines; 147 grain jacketed hollow point round, such as a Speer Gold Dot, Federal Hydra-Shock, Winchester, or similar manufacturer’s round.**

All officers assigned to the State contract will have:

- **Ability to employ firearms and less lethal weapons and tactics to protect yourself and others.**

- **Demonstrated ability to safely and responsibly carry, store, and maintain firearms, less lethal weapons, and other assigned equipment.**

- **Demonstrated ability to gain and maintain appropriate state and local firearms permits and licenses.**

- **Demonstrated ability to participate in and pass firearms and less lethal weapon training and qualification courses without restrictions.**

3.3.2.5 Arrest and Detention

Security guards may make citizen arrests or detain individuals who jeopardize the safety of employees, clients and/or property.

**AlliedBarton security officers may only make citizen’s arrests in true life-or-death situations and only if all 3 of these conditions are satisfied:**

1. **The security officer has witnessed a felony taking place;**

2. **The police would not be able to respond in time to prevent injury or death to the victim, or the escape of the suspect;**

3. **The site’s Operational Procedures Manual (OPM) must give permission that you may make citizen’s arrests at that site.**
USE OF FORCE

AlliedBarton discourages the use of any physical force except in cases of extreme necessity. Reasonable physical force can only be used in self-defense, in defense of another person, or to make a lawful citizen’s arrest. If it becomes necessary to use physical force, the security officer must justify its use.

- Attempts to resolve the incident without the use of force must have been tried and found to be ineffective;
- The level of force must be the minimum amount needed to stop the attack or make the arrest;
- Any force must cease when the subject is subdued and order is restored.

Both of the above topics are covered in AlliedBarton’s Security Officer Basic Course SO104: Legal Powers & Limitations. During this course new officers learn:

- Circumstances when an arrest by a Security Officer is legally authorized;
- AlliedBarton’s policy on arrests by Security Officers;
- Techniques for enforcing the rules at your site;
- Guidelines for handling hostility and the use of force by a Security Officer.

3.4 COST

3.4.1 The State Cost Proposal, Refer to Attachment I – Cost Schedule, must outline the definitions and hourly wage for the following items:

- 3.4.1.1 Regular shift;
- 3.4.1.2 Overtime/Holiday shift;
- 3.4.1.3 Special events shift – if there is a need for these services it would be in the greater Las Vegas area, Reno and Carson City;
- 3.4.1.4 Emergency shift;
- 3.4.1.5 Vehicle patrol; and
- 3.4.1.6 Random marked vehicle stops.

3.4.2 Contractor(s) shall maintain a minimum of four (4) relief guards who are trained and available to work at any agency in the event of special services required, sickness, injury or vacation of a regularly posted guard.

3.4.3 Contractor(s) and the agency will reconcile hours worked. In the event of any dispute regarding hours worked and subsequent charges, the figures of the agency shall prevail.

- 3.4.3.1 Special consideration will be given to cost proposals that do not exceed the Federal Government, General Services Agreement
(GSA) levels. Refer to the GSA Advantage website at www.gsaelibrary.gsa.gov

We have provided rates exceedingly lower than our current GSA rates for the State.

3.4.3.2 Cost shall not include travel to the primary location of service.

3.4.3.3 Services involving vehicle patrol shall not include a monthly vehicle rental cost.

Allied Barton staffs each contract based on each individual buyer’s specified requirements. Allied Barton employs nearly 600 security officers in Nevada, enabling us to respond to State needs with the properly trained and equipped personnel for special services required, sickness, injury or vacation of a regularly posted guard.

We have provided detailed pricing for our proposed services to the State in our Cost Proposal. Our services involving vehicle patrol does not include a monthly vehicle rental cost.

3.5 BILLING

3.5.1 Contractor(s) will submit monthly invoices for completed work directly to each using agency.

3.5.2 Invoices at a minimum shall include the following:

3.5.2.1 Name of each individual;
3.5.2.2 Number of hours worked during the period;
3.5.2.3 Applicable payment rate;
3.5.2.4 Total compensation requested for the individual;
3.5.2.5 Explanation of overtime or holiday hours charged; and
3.5.2.6 Total amount due the contractor(s) for the period invoiced.

Allied Barton will provide monthly invoicing for services provided directly to each using agency as specified above.

We also want the State to know that technology can help you to streamline operations, create efficiencies and easily access the information you need. accessAlliedBarton can help you manage your security operations efficiently. Our secure client website, accessAlliedBarton.com, provides access to scheduling and invoicing information, when and how you need it. This is an advantage on a daily basis as you oversee operations and is also an incredible resource as you budget and plan for future security needs.

As your security staffing needs change, you can also easily order temporary or additional coverage through accessAlliedBarton.

accessAlliedBarton is your security management solution...

- Invoices and payment history are available for the past 18 months, can be printed or exported, and hours can be viewed by location or time period. Easily accessible invoices and flexible reporting can simplify security management.
• **Scheduling is simplified with access Allied Barton as you can view regular and extra posts and print or export schedules as needed. You will always have access to your assigned coverage levels and know who is scheduled to be on site.**

• **Online ordering of temporary or additional security coverage is easy and confirmed by email. Your Allied Barton manager is automatically notified of your request and you will have peace of mind knowing that your staffing needs are met.**

### 3.6 REPORTING

3.6.1 Proposals must indicate an agreement on the part of the vendor to develop, monitor and compile data on a quarterly basis of the number of hours and dollar amount used by each agency on a monthly basis. Reports are to be submitted to Nevada State Purchasing, Attention: Annette Morfin, Purchasing Officer amorfin@admin.nv.gov or via fax (775) 684-0188.

3.6.2 Reports are due on the following dates of each contracted year:

<table>
<thead>
<tr>
<th>QUARTER</th>
<th>REPORT DUE</th>
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</thead>
<tbody>
<tr>
<td>July 1 through September 30</td>
<td>October 20</td>
</tr>
<tr>
<td>October 1 through December 31</td>
<td>January 20</td>
</tr>
<tr>
<td>January 1 through March 31</td>
<td>April 20</td>
</tr>
<tr>
<td>April 1 through June 30</td>
<td>July 20</td>
</tr>
</tbody>
</table>

3.6.3 Failure to provide these quarterly reports in a timely manner may result in contract cancellation. Refer to Attachment M – Quarterly Reports for Security Guards

**Allied Barton understands that failure to provide quarterly reports in a timely manner may result in contract cancellation.**

### 3.7 VOLUME

3.7.1 The total guard hours for the first two (2) quarters of 2012:

Southern Nevada – 50,269.08

Northern Nevada – 18,891.25

3.7.2 Total patrol stops per week may vary for each agency. The main objective is to check doors and windows. State agencies will not provide vehicles for these patrol stops.

Southern Nevada – 2,614

Northern Nevada – 1,980

**Allied Barton has used the hours and patrol stops per week above to develop our baseline cost response to the State.**
3.8 PROJECT SPECIFICATIONS

3.8.1 Contract Administration

3.8.1.1 Contractor(s) shall furnish at the agency facility uniformed security guards in such numbers and grades as specified by agency.

AlliedBarton will furnish at each agency facility uniformed security officers as specified by the agency.

3.8.1.2 Contractor(s) shall maintain offices in the Las Vegas area and the Reno area for the duration of the contract. The office should have a manager and/or coordinator to manage the workforce and be available to answer questions from the various agencies.

AlliedBarton’s Las Vegas district office, in place since 1987, is staffed with nearly 600 security officers, supervisors, managers, trainers, and certified recruiters. We also deploy officers from the Reno/Sparks market, and if awarded the contract, will maintain a staffed office in the Reno area.

3.8.1.3 Contractor(s) is/are directly responsible for the supervision of all security guards stationed at agency facilities. Supervisors must make on-site reviews at least once a week and interface weekly with the local agency liaison.

Two dedicated Account Managers will oversee the entire account for the State of Nevada.

An AlliedBarton account manager makes a critical difference in the functioning of your account. Account managers are committed to knowing everything about your needs, your culture and your company, and they bring a high level of expertise to managing all aspects of your security program. An AlliedBarton account manager is available 24 hours a day, 7 days a week and acts as an additional resource for you, managing the day-to-day operations of your security program, so that you can focus on the higher level needs of your company. Clients with dedicated account managers report greater satisfaction with their security programs and see improvements in areas such as turnover, employee quality and on-site training.

AlliedBarton account managers are individuals who have proven themselves in various security officer and supervisory level positions, serving as mentors for the rest of your security team. We require our account managers to possess business expertise commensurate with the critical importance of this position. In return, AlliedBarton rewards account managers through incentive compensation for performance in key operational areas.

AlliedBarton account managers are a critical link in the AlliedBarton management team, providing security management expertise at each client site. They are the front line in managing incident response, conducting investigations and mitigating risk. AlliedBarton account managers
help to ensure a safe and stable security environment for our customers, their employees and tenants.

Disciplinary problems with the contractor’s security guards requiring remedial action shall be resolved as follows:

G.0.0.1.1 Any discrepancy observed shall be reported by the agency liaison to the contractor’s representative; and

G.0.0.1.2 Contractor must institute corrective action and report to the agency liaison.

The agency liaison will conduct on-the-job inspections to determine the overall quality of the security guard’s performance, job knowledge, training effectiveness, conduct and appearance. The agency liaison will alert the contractor to any deficiencies found as a result of the inspections, and the contractor shall take immediate corrective action to remedy any deficiencies.

Audit and Inspection Frequency

AlliedBarton recommends the following audit and inspection routines at client sites.

- Typically, the account manager or field supervisors would conduct unscheduled personnel inspections every week, in addition to the daily uniform, credential, tour compliance or competency inspections that supervisors conduct during each shift.

- The account manager may escalate inspection frequency or supervisory inspection requirements as necessary to support performance and compliance requirements.

- Field supervisors conduct daily inspections that meet or exceed contract frequency and quality metrics.

- The local Quality Control monitor would conduct scheduled and unscheduled inspection and coordinate Action Plan follow-up with the account manager (AM) and any impacted security officers.

- QCM would update Action Plan requirements for the AM and the project management team and provide task completion oversight for the AM.

- QCM would mentor the AM to support continuous improvement of site inspection and audit process to manage Action Plan items.

- The Quality Assurance managers would oversee compliance progress at the contract level using data extractions from WinTeam [payroll, scheduling, training, licensing and invoicing] and mobile data systems, including field inspections, guard tour reports, site audits, access control testing, and competency audits.
• QAM will conduct scheduled and unscheduled inspections and coordinate Action Plan follow-up with the QCM and the AM.

• The vice president / general manager would chair project reviews with the State covering all compliance and financial reporting metrics, including but not limited to:
  o Inspection and performance report summaries.
  o Action Plan reviews
  o Customer Service surveys

Inspections

The primary supervisory tool is the inspection. Inspections offer members of our management team the opportunity to work with security officers to provide continual hands-on training and supervisory support. During the inspection, security officers must demonstrate proficiency in their post duties. The random nature of inspections encourages security officers to always perform duties to standard or beyond. Supervisory inspections are typically random and unannounced to help us meet our contracted obligations at all times. Members of our district management staff who are familiar with the post specifics and objectives of the program would inspect our program at all State agency facilities and posts on a continuous basis. Each inspection is documented. The inspecting manager or supervisor will note performance of the inspection on each security officer’s daily report and in an inspection log to communicate performance to the client. Inspection results are compared with performance standards and reported back to local management.

Quality Business Review

While under contract, we recommend conducting formal quality business reviews to ensure contractual Key Performance Indicators (KPI) are measured and managed to achieve defined security goals. During these meetings we would program successes, review KPI achievement, identify past challenges and recommend goals, initiatives and improvements. We use a scorecard specifically developed to ensure our service program is delivered uniformly.
**Key Performance Indicators**

AlliedBarton’s key performance indicators (KPIs) can be divided into four general categories: Compliance, Quality, Dependability and Customer Satisfaction. The components that fall under each category are listed below.

<table>
<thead>
<tr>
<th>KEY PERFORMANCE CATEGORY</th>
<th>KEY COMPONENT FOR MEASUREMENT</th>
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<tbody>
<tr>
<td>Compliance</td>
<td>• Post Staffing</td>
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<td></td>
<td>• Personnel Staffing</td>
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<td>• Training</td>
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<td>• Post Order Testing</td>
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<td>• CPR, First Aid, AED</td>
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<td>• Uniform Compliance</td>
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<td>• Background Check Compliance</td>
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<td>Quality</td>
<td>• Training</td>
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<td>• Continual and Annual Refresher</td>
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<td>• Drills</td>
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<td>• Book Club</td>
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<td>• Non-billable Overtime</td>
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<td></td>
<td>• Personnel Turnover (Annual)</td>
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<td>• Paycheck Accuracy</td>
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<td>• Invoice Accuracy and Timeliness</td>
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<td>• Incident Report Quality</td>
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<td>• Best Practice Evaluation</td>
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<td>• After Hours Post Inspections</td>
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<td>• Access Penetration Tests</td>
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<tr>
<td>Dependability</td>
<td>• Emergency Response: Critical Errors</td>
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<td>• Alarm Response: On-site and Off-site</td>
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<td></td>
<td>• Guard Tour Rounds</td>
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<td>• Post Order Upkeep</td>
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<td>• Recruit</td>
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<tr>
<td>Customer Satisfaction</td>
<td>• Customer and Officer Surveys</td>
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<td></td>
<td>• Cost Savings</td>
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<td></td>
<td>• Site Client Contact</td>
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</tbody>
</table>

KPIs scores are weighted based on customer-defined customer service criteria. Scores are categorized below.

100 – 90%; **Exceptional Performance**

Supplier consistently exceeds expectations. Supplier continually; encourages individual and team growth; honors the service commitment to State of Nevada; offers development programs that enable the employees to do their jobs with skill and confidence; rewards and recognizes service excellence, team success and individual achievement; and builds trust, respect and integrity in every relationship and interaction.

89.99 – 80%; **Strength Area**

Supplier consistently meets expectations by remaining results-oriented, customer-centered, focused, disciplined, proactive and agile.

79.99 – 70%; **Demonstrates Competency**

Supplier meets expectations.

69.99 – 60%; **Needs Improvement**

Supplier does not consistently meet minimum expectations. Supplier would need to present a comprehensive performance improvement plan to State of Nevada.

59.99% or below; **Unsatisfactory**

Supplier fails to meet the minimum expectations.
KPIs and KPI reports are customized to each client engagement. The following measurements are proposed key performance indicators to be used to gauge the success of any resulting contract between AlliedBarton and State of Nevada. Implementation of this program would consider the following:

- Data would be collected and tracked monthly by AlliedBarton’s account manager.
- Overall performance results will be reviewed as part of a Quality Business Review.
- All Key Performance Indicators can be adjusted by State of Nevada.
- Targeted thresholds will be reviewed and mutually accepted as reasonable.
- AlliedBarton’s district manager and the State will evaluate the scorecard at pre-determined periods.

3.8.2 Personnel Standards

3.8.2.1 All security guards employed by the contractor(s) and stationed at agency facilities must meet the following criteria defined under NRS 648.110.

A. Must be authorized to maintain full-time employment in the United States according to current U.S. Immigration Department rules and regulations and must have the ability to read, write and speak the English language.

B. Must be at least 21 years of age and possess either a high school diploma or a G.E.D.

C. Security guards must be familiar with their respective post orders as most recently amended. Contractor(s) shall ensure that all of the duties outlined and other instructions issued by the agency liaison are carried out as specified.

D. Must possess a valid Nevada driver’s license or have access to reliable vehicular transportation.

E. Security guards must be able to perform the physical duties of the job. This will not require a physical examination. Security guards’ duties require moderate to arduous physical exertion, including (but not limited to) such activities as:
   1. Standing or walking for an entire shift;
   2. Climbing stairs and ladders;
   3. Lifting and carrying objects weighing up to 50 pounds; and

F. Security guards must be free from narcotics, marijuana and dangerous drugs as evidenced by an approved drug testing process. It is the contractor’s responsibility to ensure that all security guards to be stationed at agency facilities are drug-free.
G. All security guards must have and carry in their possession a work card issued by the County Sheriff where the work is to be performed as defined under NRS 684.060 and 648.203. If the duty station is in Carson City the guards must possess a work card issued from either Washoe County or another county that issues work cards. The work card will specify armed or unarmed security.

H. At no time during the security guard’s shift will any of the following behavior be tolerated.
1. Vacating his/her post without authority;
2. Eating while on duty other than lunch hour;
3. Leaning against walls, doors, etc.;
4. Idle talk with other security personnel, State employees or visitors;
5. Discourtesy or insolence;
6. Sleeping on duty;
7. Unauthorized use of State telephones, computers or other equipment;
8. Failure to make a prompt and complete report of damage incurred to any State property or equipment;
9. Failure to report known violations of State rules or regulations; and
10. Reading, while on duty, of any materials which are not job-related.

How AlliedBarton’s certified recruiters will ensure that security officer qualifications meet and/or exceed not only all AlliedBarton qualifications but also all State of Nevada qualifications is described below:

CANDIDATE RECRUITING, SCREENING AND HIRING/RETENTION

Recruiting is the single most vital element in the lifeline of a service organization. Without quality people, we would have no service to provide. Experience has taught the security industry that when recruiting fails, the quality of service disintegrates. It is often stated that all security companies draw from the same labor pool; however, AlliedBarton is able to step outside the boundaries of the traditional security labor pool based on three factors:

- Above-market wages, which allow us to recruit service-oriented individuals who might not otherwise consider the security industry
- Reputation as a great employer
- Every AlliedBarton office is staffed with certified recruiters who follow a comprehensive recruiting plan that facilitates the entire recruiting effort

AlliedBarton has developed a proprietary certification program that
guides every step of our recruiting and selection process. Our certified recruiters identify only top quality candidates. The talent pool is extensive, and it is the responsibility of our certified recruiters to narrow the field.

**CERTIFIED RECRUITERS**

AlliedBarton’s recruiters are certified once they have successfully completed the Recruitment Community Basic Course. This curriculum focuses on quality versus quantity hiring, ensuring new hires meet our rigorous security officer standards, determining the right fit in client placement, meeting contractual requirements and improving employee retention.

**RECRUITING RESOURCES**

The first step in the recruiting process is a thorough understanding of State of Nevada’s site-specific needs. This enables us to pinpoint those requirements and recruit by position and post. We actively seek out candidates for security officers and managers based on stringent selection standards. Some of the recruitment resources we utilize include:

- AlliedBarton’s own recruiting website, GreatSecurityJobs.com
- Promotion from within and employee referrals
- Career websites (Career Builder.com, OperationHeroForHire.com, Monster.com)
- Civic organizations
- Colleges, Universities and Schools
- Former military in transition and reservists
- Job fairs and open houses
- Police and fire departments and rescue squads
- Professional networking with member organizations
- Senior associations
- Veterans administration and other veterans organizations

Applicant Tracking System - AlliedBarton uses an automated Applicant Tracking System to identify the best available security officer candidates for your site. Talent management and applicant tracking are processed through our Applicant Tracking System. In addition, this system documents and reports EEOC data, affirmative action requirements, hiring trends, candidate source data and recruiter work flows.

**SCREENING**

AlliedBarton selects the most qualified officer based on that individual’s customer service propensities and their ability to subscribe to our core mission and values—and our clients. Security skills can be taught; values cannot. This approach has demonstrated significant results—proven in our 97% client retention rate—to our existing portfolio of clients.

Once an applicant is identified through one of our recruiting sources, he or she undergoes a comprehensive multi-tiered evaluation process to assess qualifications, skills, attitudes and desires. This process is a continuum from an initial pre-qualification interview to the implementation of a
battery of background checks which meet or exceed the specifications outlined in the Specifications. We have found that this multi-level assessment process is extremely successful in identifying highly qualified and service-oriented professionals.

Background Screening

Background screening is an essential component in our process for selecting high caliber employees. Initial conversations with applicants provide an opportunity to evaluate demeanor, attitude and communications skills. Qualified candidates formally interview with our district recruiters and hiring managers, and attend our orientation program. Only those candidates who pass our Security Officer Basic Course measure up to the level of employee AlliedBarton clients deserve.

AlliedBarton’s standard screening process includes:

- Education verification
- Employment verification
- Criminal records check with stringent hiring standards
- Social Security check
- Electronic E-Verify and I-9 employment verification
- Motor Vehicle Report (for those officers designated to drive a vehicle)
- Five-panel drug test

HR Plus, one of the leading providers of comprehensive employment screening solutions, and a division of AlliedBarton, conducts our background checks. Working with an employment screening firm closely affiliated with our company ensures quality. We offer our clients a discount on HR Plus services for their own workforce.

Application Review & Assessment - Careful analysis focuses on employment history and stability. The application process includes a questionnaire utilized to assess writing skills and determine whether an applicant’s personal character is in-line with the company’s values.

Interviews - The initial in-person interview assesses punctuality and appearance and clarifies points of the candidate’s application. Multiple interviews may be conducted, and candidates progressing beyond this level will attend our orientation program.

Education and Employment Verification (Reference Checks) - AlliedBarton verifies high school diplomas or GED or highest degrees obtained, a minimum of one previous employer including military DD214 and current employer (after an offer is extended).

Electronic I-9 and E-Verify - Employment verification must be completed for all AlliedBarton employees to present proof of citizenship or authorized alien status. All potential employees are processed through E-Verify, the government’s employment eligibility system, as well.

Management Testing - Management testing may involve the Thomas Personal Profile Analysis, The Kenexa Manager assessment or The Kenexa Leadership assessment, depending on the position. These help assess candidates’ management abilities, drive, maturity and people skills, and evaluate whether they are a good fit.

Social Security Checks - As an additional measure of precaution, we run Social Security checks on each candidate to verify identity and history of addresses. The latter is used to assure all associated
addresses are considered when determining states and countries to be included in the criminal background check process.

Criminal Background Checks - Our stringent pre-hire standards assure we hire no one with a job-related felony or misdemeanor conviction or dishonorable discharge (where permitted by state law).

Pre-employment Drug Testing - All AlliedBarton candidates undergo a five-panel drug test prior to hire to screen, at minimum, for marijuana, cocaine, amphetamines, morphine and PCP. Preferred five-panel testing is either on-site urine or oral fluid (depending on state and contractual requirements). In states that do not allow on-site urine or oral fluid testing, we offer Intercept, an oral fluid device administered on-site with the results conducted by the lab. On-site ten-panel tests, off-site five-panel or ten-panel tests, hair follicle and alcohol testing are available at an additional charge.

Motor Vehicle Report - Officers designated to drive a vehicle are subject to Motor Vehicle Report checks and on-site training before they can operate a vehicle.

Security Officer Integrity/Honesty Testing - AlliedBarton offers the Reid Test for security officer integrity/honesty testing. This selection assessment tool evaluates attitudes and behaviors associated with high levels of integrity and productive work habits. AlliedBarton offers a discounted rate through a commercial arrangement.

3.8.3 Permanent Status

For stability and continuity of assignment, the State expects only the most experienced security guards to be stationed at State facilities.

AlliedBarton’s certified, in-house recruiters will ensure that the State’s contract is staffed with the most experience security guards who meet all State and AlliedBarton qualifications and credentials.

3.8.4 Employee Documentation

3.8.4.1 Upon commencement of the contract, the contractor(s) shall submit a list of the security guards to be stationed at State agency facilities to the designated agency liaison.

3.8.4.2 The list shall include the following information for all security guards.

A. Work Card;
B. Name;
C. Mailing and Physical Address;
D. Home Telephone Number;
E. Date of Birth;
F. Nevada Driver’s License Number;
G. Length of employment with contractor;
H. High school diploma or G.E.D.;
I. Completion of mandatory training class required in Section 3.8.5.2;

J. Criminal background check; and

K. Drug testing certification.

**AlliedBarton will provide to the State a full and complete list that contains all the information for all security guards as specified above.**

3.8.5 Recruitment, Testing and Training

3.8.5.1 All training will be furnished by the contractor(s). All wages, payroll taxes, benefits and fees related to security guard recruitment, physical examinations, drug testing, aptitude/qualification testing, indoctrination, training, mileage reimbursement and per diem shall be paid by the contractor at no additional cost to the State.

**AlliedBarton has read, understands and agrees that the Company is responsible for and will provide all training. As well, all wages, payroll taxes, benefits and fees related to security guard recruitment, physical examinations, drug testing, aptitude/qualification testing, indoctrination, training, mileage reimbursement and per diem shall be paid by the contractor at no additional cost to the State.**

3.8.5.2 All security guards assigned by the contractor(s) must have successfully completed, eleven (11) hours for armed guards or four (4) hours for unarmed guards, classroom instruction and training in the following areas:

- A. Duties and functions of a private security force;
- B. Communication systems;
- C. Legal procedures and limitations;
- D. Note taking and report writing;
- E. Public relations;
- F. Access control;
- G. Fire prevention and basic fire fighting;
- H. Telephone courtesy;
- I. Emergency response and emergency medical assistance;
- J. Bomb threat procedures;
- K. Alarm response;
- L. Personal appearance;
- M. Visitor control, including non-violent intervention techniques of dispute resolution;
- N. Radio operations procedures;
- O. Patrol methods;
- P. Theft prevention;
- Q. Traffic control;
- R. Evacuation procedures; and
- S. Weapons qualifications if applicable.
All security officers assigned to the State’s contract will complete, at a minimum, the required training as specified by the State above.

3.8.5.3 All security guards must pass a written exam given by the Private Investigator’s Licensing Board.

All AlliedBarton security officers will successfully pass a written exam given by the Private Investigator’s Licensing Board prior to being assigned to the resulting contract award.

3.8.5.4 The initial orientation for each newly assigned security officer shall include the following:

A. Agency organizational structure;
B. Facility familiarity;
C. Tour duties and post orders;
D. Security center operations;
E. Security rules and regulations;
F. Emergency procedures; and
G. Appropriate visitor/client interaction techniques and methods.

AlliedBarton’s Security Officer Basic Course (SOBC) prepares our officers for on-the-job training when they arrive on post at State facilities. SOBC is where officers learn the fundamentals of their responsibilities, is normally delivered as an instructor-led classroom course and is also available online at our district office in Nevada. Aside from the courses and information listed above, SOBC includes the elements that follow:

- Introduction to AlliedBarton Security Services
- The Role of Security Officers
- Customer Service
- Access Control
- Emergency Situation Response
- Report Writing
- Legal Powers & Limitations
- Preventing Discrimination and Harassment
- Bloodborne Pathogens
- Communications and Public Relations
- Professionalism and Ethics

Applicants are tested for comprehension during the final exam. Only candidates passing with a grade of at least 80 percent will be hired. Upon graduation from SOBC, each new security officer receives an AlliedBarton security officer employee handbook; a briefing on their upcoming on-the-job training at State of Nevada; and a briefing—and encouragement—on AlliedBarton’s continuing education and professional development programs.

Career Development

AlliedBarton prides itself in developing and promoting our people into positions of increasing responsibility and providing advanced career opportunities to its employees. Many of our mid-level
managers and senior level executives began their careers as uniformed security officers, supervisors and account managers. Our President and CEO, Bill Whitmore started with our company over 30 years ago, and all of the executives and managers that would service your security program have benefited from our professional development program. Through great training, opportunities, and mentoring they have risen to their respective positions within our organization. AlliedBarton’s development program includes:

- Diagnostic tools to identify employee strengths and weaknesses
- A formally managed development program that provides attainable goals for executing career paths
- Executive coaching for leadership positions
- Incentives to spur personal and professional development
- Access to our nationwide internal position network
- Tuition reimbursement to attain higher levels of education
- Succession planning

AlliedBarton is committed to promote and provide advanced career opportunities to our employees and instills this commitment in our security officers. Security officers who wish to make a career in this industry need the training and opportunity to advance to highest level they are capable of achieving. Many of our site supervisors, account/project managers, district managers and above have started out as security officers. Through our Professional Development and Specialized Training programs, they have been able to advance and provide a higher level of service through this training and their on the job knowledge, which benefits our clients tremendously.

**ALLIEDBARTON CAREER DEVELOPMENT PROGRAMS**

<table>
<thead>
<tr>
<th>PROGRAM</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>MSO Program</td>
<td>20 module progressive training course for security officers</td>
</tr>
<tr>
<td>Supervisor Workshop</td>
<td>Training to successfully transition officers to supervisors.</td>
</tr>
<tr>
<td>The EDGE</td>
<td>AlliedBarton’s unique online career center makes ongoing professional development obtainable for every AlliedBarton employee.</td>
</tr>
<tr>
<td>Operations University</td>
<td>3-day future leaders course for supervisors transitioning to managers.</td>
</tr>
<tr>
<td>Leadership Development Program</td>
<td>Fully supported formal program to develop leadership skills, provide mentoring opportunities and define progressive career paths for future leaders.</td>
</tr>
<tr>
<td>Leaders Edge</td>
<td>with the Harvard Business School.</td>
</tr>
<tr>
<td>Leaders Teaching Leaders Program</td>
<td>3-day course hosted at corporate HQ for account/project managers, district managers, and VP’s to develop management skills and establish long-term goals)</td>
</tr>
<tr>
<td>Situational Leadership</td>
<td>Companywide internal management training and development program for all Account/Project Managers and above. Program teaches managers to identify different personalities and motivations in the work environment, and how to effectively manage people based on their personality/performance profiles.</td>
</tr>
<tr>
<td>360 Evaluations for Managers</td>
<td>Formal review program with annual performance assessment tool for all managers with input from; subordinates, direct reports, peers and managers.</td>
</tr>
</tbody>
</table>
AlliedBarton doesn’t just provide training for our employees; we provide life skills and opportunities for further promotion through our employee development program.

**Educational Opportunities for Security Officers**

Whether an employee is looking to take a few courses or complete an undergraduate or master’s degree, there are a number of opportunities available. Learning paths can be tailored to fit their schedule, with classes available locally at campus branches and nationally online.

<table>
<thead>
<tr>
<th>PARTNERSHIP</th>
<th>BENEFIT</th>
</tr>
</thead>
</table>
| University of Phoenix (national)         | • 7% tuition discount  
• National footprint, local support and established relationships with many district offices  
• 9.5 credits for the MSO program and 12 credits for the NRTC program (Recruiter’s Certification)  
• As part of our commitment to employee growth and development, we have continued to work with the University of Phoenix to bring additional benefits to our employees. There are now 10 full-tuition scholarships available to AlliedBarton employees who are interested in furthering their education through an undergraduate or master’s degree program. Employees who are in good standing, have been with us for at least one year and can demonstrate their commitment to continued learning are eligible to apply. |
| DeVry (national)                         | • 10% tuition discount  
• National footprint and local support  
• Veterans programs |
| American International University (national) | • 15% tuition discount  
• Primarily online |
| Capella University (national)            | • 10% tuition discount  
• Primarily online  
• Veterans programs  
• New student grant opportunities |
| Berkley College (Northern NJ)           | • 20% tuition discount  
• Family opportunities  
• Online or onsite locations |
| Drexel eLearning, Inc. (Affiliated with Drexel University, Philadelphia, PA) | • 10% tuition discount  
• Family opportunities  
• Dedicated AlliedBarton website |
PARTNERSHIP  
Brown Mackie College (national)

BENEFIT
• 10% tuition discount
• Classes at Brown Mackie locations throughout United States, www.edmc.edu

3.8.6 Appearance, Uniforms, Identification and Equipment

3.8.6.1 Appearance
The contractor(s) shall ensure that the appearance, bearing and general demeanor of all employed security guards is of a high standard.

3.8.6.2 Uniforms
Contractor(s) shall ensure that all security guards are uniformed. Uniforms must be furnished by the contractor at no cost to the State. Per NAC 648.530 uniforms are subject to approval and shall be distinctive from local law enforcement agencies to avoid misrepresentation or confusion.

A uniformed security professional should harmonize with the requirements of his or her position. Regardless of your security objective, a neatly uniformed, well-groomed officer should convey respect and authority and help to project a professional image for both the State and AlliedBarton. We offer a wide variety of uniform options, and we work with you to identify the look that will help ensure that your security officers make the right impression. We provide a broad selection of standard uniforms, along with necessary replacement items, all at no cost to the employee.

3.8.6.3 Identification
Contractor(s) shall ensure that all security guards have in their possession a valid identification card with the following data:

A. Name;
B. Photograph;
C. Employer’s name;
D. State License Number if applicable;
E. Employer’s authorizing signature; and
F. Work Card

Supervisors will ensure that all security officers have in their possession a valid identification card with them at all times while on duty, which will contain the information as specified above.

3.8.6.4 Equipment
Duty belt worn by armed security personnel at a State facility shall include:

A. Extra magazines;
B. Handcuffs;
C. Holster;
D. Flashlight; and
E. Any other defensive items as approved by the State agency. This is an agency decision; any less lethal weapon requires qualification for that particular weapon (i.e. expandable baton, OC spray, etc.)

*Armed security officers assigned to State facilities will have the requisite duty belt and additional equipment to include extra magazines, handcuffs, holster, flashlight, and other items as approved.*

3.8.6.5 Policies

Attach a copy of your security company’s written firearm and use of force policies.

*We have attached a copy of our written firearm and use of force policies on the following pages.*

3.8.6.6 Patrol and Random Marked Vehicle Stops

The respective State agency will advice the contractor(s) on the locations and type of patrol and random marked vehicle stops required.

*AlliedBarton looks forward to partnering with the State to help determine and improve locations and types of patrol and random marked vehicle stops required.*
Military Style

Any security program will be enhanced by the official appearance of AlliedBarton’s Military uniform options. This style is ideal for security programs that demand a high level of visibility and security presence to help deter crime.

Our Military Style shirt is available in two-tone blue or white. Shirts feature epaulets, two pleated chest pockets with three-point flaps and sewn-in military creases. The midnight navy slacks, officer utility belt, and military hat, along with our standard breast badge, complete the regimented, traditional feel of the Military Style uniform.
Purpose:
To articulate policy and procedures concerning the purchase, storage, transportation, and use, of firearms and non-lethal weapons.

Person(s) Responsible:
VP/GMs
District Managers

Scope of Employees Covered:
This policy applies to all employees of AlliedBarton Security Services.

Policy Statement: It is the policy of AlliedBarton Security Services, hereinafter, the “Company,” that all firearms deployed in the course and scope of Company business be used, maintained, stored, and disposed of in a safe and reasonable manner, as described more fully herein, and in compliance with all applicable state and federal laws, and local ordinances, and only by those persons who are qualified to do so under this policy.

This policy shall not be construed as having created a higher standard of safety and care than the prevailing legal standard to which the Company is subject. Violations of this policy may result in disciplinary action, up to and including termination of employment.

Reports and Measurements:
Legal – Form LFA-1.1 Armed Certifications
Legal – Form LFA-1.2 Armed Account Compliance Certification
Legal – Form LFA-1.3 Use of Force Incident Report
Legal – Form LFA-1.4 Preliminary Report of Firearms Discharge
Legal – Form LFA-1.5 Request for Exception/Exemption

Definitions
Deadly Force Force that is likely to cause death or serious physical injury.
Less Than Lethal Force Any use of force other than that considered Deadly Force.
Force The unwanted touching directed towards another. This may involve the direct laying on of hands or putting of an object into motion that touches the individual. Use of force is not necessarily wrong, and in certain conditions personnel have the duty and obligation to use it.
Reasonable Belief The facts or circumstances an officer knows, or should know, as would cause an ordinary and prudent person to act or think in a similar manner under similar circumstances.

Serious Physical Injury Serious bodily injury that creates a substantial risk of death, causes serious or permanent disfigurement, or results in long term loss or impairment of the functioning of any bodily member or organ.

Non-Lethal Weapon A weapon specifically designed and primarily employed to incapacitate a person while minimizing fatalities, permanent injury, and undesired damage to property.

Criminal Liability A legal obligation one incurs for the commission or omission of an act contrary to federal, state, or local criminal laws. This act may result in an arrest and booking; trial in court; and sentencing to pay a fine, or serving time in jail or prison.

Civil Liability A legal obligation other than criminal liability one incurs for the commission or omission of an act. It may require one to pay money to another for damages. The process generally involves one party filing a civil suit against another party in civil court. This process does not involve arrest. An officer can be held both civilly and criminally liable for the same incident.

AlliedBarton AlliedBarton Security Services LLC and its affiliates.

Weapon Custodian The employee to whom a company-owned weapon has been assigned for use, or, in the case of a personally-owned weapon, the owner/user of the weapon. This term does not refer to the “Regional Weapons Custodian” referenced in section V.

Policy

I. General Prohibition

No AlliedBarton employee or agent may carry, possess, or store a firearm in the workplace, except as provided by this policy. Except where state law prohibits such a restriction, this policy shall prohibit the carrying of a personal firearm to work, as well as having a personal firearm available in the passenger compartment or trunk of a Company vehicle or private vehicle being used for work purposes. Employees who violate this policy will be subject to discipline up to, and including, immediate termination.

II. Armed Accounts

The Company may provide services using armed security officers where requested by the client. Such a determination must be made by both the President of the relevant Division in consultation with the General Counsel and Vice President – Compliance. The decision must be based on the circumstances surrounding the particular account which may include an existing relationship with the prospect, the type of facility and level of security required, operations to be secured, local licensing laws, and local crime conditions. The authorization of the relevant Division President, General Counsel, and Vice President - Compliance will be communicated to the sales person requesting the opportunity to bid or propose on such services.

III. Armed Officers

As noted above, the Company may provide services to accounts using armed security officers. Strict compliance with this policy, especially the firearms safety requirements and deadly force policy set forth in this document, is a condition of employment for these officers. Only those employees who, as licensed armed security officers may be issued a weapon by the Company, or are authorized to carry a weapon by the Company in performing their job, are excluded from the above general prohibition against firearms in the workplace.

A. Employment Standards
As an initial matter, all armed security officers must meet AlliedBarton’s general hiring, background, and security officer training standards. Additionally, armed security officers are required to meet, or exceed, all federal, state, and local laws and regulations with respect to firearms and non-lethal weapons possession, training, and qualification. Where required by regulation, armed personnel must possess a current license and/or gun permit to carry a firearm.

As a general guideline, Recruiting should focus efforts on hiring current, former, or retired sworn law enforcement/peace officers for the position of armed security officer.

**A.1. Armed Officer Certifications**

In order for authorized personnel to carry a firearm, it is first required that such employees execute the following certifications and/or acknowledgements:

- **LFA -1.1 Domestic Violence Certification** – requires disclosure of any misdemeanor crime of domestic violence which would prohibit the possession of a firearm or ammunition as specified in section A.3 below;
- **Use of Force Policy Acknowledgement** – acknowledges having read and understood the Company’s Deadly Force and Non-Lethal Use of Force policy as specified herein;
- **Firearms Acknowledgment** – acknowledges receipt of a permanently assigned, company-owned firearm or use of a personally-owned or department-issued firearm and related policy governing each.

The original of Form LFA-1.1 will be filed in the employee’s official personnel file, with copies to the District Manager for filing at the client location and the Company’s Legal Department.

**A.2. Management Certification**

To ensure strict compliance with the Company’s armed security officer employment standards, District Managers are responsible for executing LFA-1.2, the Armed Account Compliance Certification, in concert with the relevant Vice President/General Manager before an officer may be authorized to carry a firearm. The original must be maintained in the employee’s official personnel file for the length of the contract assignment, and a copy distributed to the Compliance Department. This certification must be executed and approved for each subsequent assignment to a new armed account.

**A.3. Gun Control Act of 1968**

It is a felony under the federal Gun Control Act of 1968, Title 18 U.S.C. § 922(g) (9), for any person convicted of a Misdemeanor Crime of Domestic Violence to possess a firearm or ammunition. A “Misdemeanor Crime of Domestic Violence” as defined in the Act means an offense that:

1. is a misdemeanor under Federal or State law; and
2. has, as an element, the use or attempted use of physical force, or the threatened use of a deadly weapon; and
3. was committed by a current or former spouse, parent, or guardian of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse, parent, or guardian, or by a person similarly situated to a spouse, parent, or guardian of the victim.

This definition includes all misdemeanors that involve the use or attempted use of physical force, (e.g., simple assault, assault and battery,) if the offense is committed by one of the defined parties. This is true whether or not the state statute or local ordinance specifically defines the offense as a domestic violence misdemeanor. For example, a person convicted of a misdemeanor assault against his or her spouse would be prohibited from receiving or possessing firearms or ammunition.

A conviction would not be disabling if it has been expunged or set aside, or if the person was pardoned or otherwise had his or her civil rights restored (if the law of the relevant jurisdiction provided for the loss of civil rights upon conviction for such an offense), provided the pardon, expungement, or restoration of civil rights does not expressly prohibit the shipment, transportation, possession, or receipt of a firearm.
AlliedBarton is required to obtain a signed Domestic Violence Certification from all employees who may be authorized to carry a firearm and/or ammunition (LFA-2). Any employee who acknowledges having been convicted of a crime of domestic violence as defined in the statute, or answers “not certain” of such a conviction, is not permitted to carry a firearm and/or ammunition for the Company.

**A.4. Training Requirements**

As a condition of employment, armed security officers will be required to meet all initial state, county, or municipal firearms training and qualification requirements with the firearm he or she will carry once authorized, as well as all mandated periodic classroom and re-qualification courses. Similarly, employees will be required to meet all state, county, or municipal training requirements governing the use of non-lethal weapons, such as a baton, chemical agent (e.g., Oleoresin Capsicum,) or stun device before being authorized to carry such weapons. Should the state licensing code or regulations be silent as it regards non-lethal weapons training, employees will be required to meet the same training standard as applies to state, county, or local law enforcement officers. Evidence of successfully meeting and passing all required training, (e.g., a certificate of completion,) must be provided by the employee before authorized to carry a firearm or non-lethal weapon, must be maintained in his or her employee file, and must be renewed as required.

Under certain conditions, some regulatory authorities exempt current or former sworn law enforcement / peace officers from their firearms and non-lethal weapons training requirements. Employees granted such an exemption or waiver, or who are eligible for such an exemption by regulation, must provide evidence of such exemption, waiver, or eligibility before being authorized to carry a firearm or non-lethal weapon as an armed security officer. Copies of such exemptions, waivers, training certificates, or documents satisfying the eligibility / exemption requirement must be maintained in the employee’s personnel file.

In those instances wherein district offices have elected to provide corporate sponsored training, or have elected to outsource that training to a third party vendor, the District Managers and relevant VP/GMs will ensure that the training meets or exceeds that required by the state, county, and/or municipal regulatory authorities through certification of both curriculum and training personnel. In the rare instance wherein a state does not regulate the provision of armed security officer services, District Managers and relevant VP/GMs should outsource to third party vendors who provide firearms and non-lethal weapons training consistent with the qualification standards for sworn law enforcement / peace officers of that state.

**A.5. Accountability**

Division Presidents, Vice President/General Managers, District Managers, and Account Managers will be held accountable for compliance with this policy in satisfying all relevant state, county, and municipal employment and training requirements governing the licensure of armed security officers. All VP/GMs, DMs, and AMs with responsibility for an armed account will maintain and have accessible a copy of this policy and the current state, county, and / or municipal regulations governing the licensure of armed security officers. Many codes require annual training and firearms / non-lethal weapons qualification, and some further mandate random drug testing. It is imperative that those managers with direct responsibility for armed accounts know and adhere to the licensing requirements. Consult the Legal Services Group, Licensing and Credentialing, if in need of the current rules and regulations.

AlliedBarton armed security officers will likewise be held accountable for meeting all relevant licensing and training requirements governing their licensure. AlliedBarton armed security officers also have an affirmative obligation to notify Company management of any arrest or similar action/event that may be cause for suspension and/or revocation of their license. Failure to meet all relevant licensing and training requirements, or failure to notify management of potentially disqualifying events, will be cause for disciplinary action up to, and including, termination.

**IV. Authorized Firearms and Ammunition**

Unless in conflict with state, county, or municipal regulations, the standard Company-issued firearms and ammunition are a:
- Glock Model 22 or 23, .40 caliber semi-automatic pistol with standard 10, 13, and/or 15 round capacity magazines; 165 grain .40 caliber jacketed hollow point round, such as Speer Gold Dot, Federal, Winchester, or a similar manufacturer’s round; or a,

- Glock Model 17 or 19, 9mm semi-automatic pistol with standard 10, 15, and/or 17 capacity magazines; 147 grain jacketed hollow point round, such as a Speer Gold Dot, Federal Hydra-Shock, Winchester, or similar manufacturer’s round.

### Personally-Owned Weapons

So long as not in conflict with state, county, or municipal regulations governing firearms, non-lethal weapons, and ammunition to be carried by licensed armed security officers, sworn law enforcement / peace officers shall be authorized to carry personally owned or departmental issued firearms, non-lethal weapons, and corresponding ammunition.

In accordance with this policy, officers may carry personally-owned firearms/weapons (“POW”) that meet the following criteria:

- Revolvers must have a barrel length of 4 inches, and a capacity of at least 6 rounds.
- Semi-automatic pistols must have a barrel length between 3.8 inches and 5 inches and a magazine capacity of 10-19 rounds.
- Single action only weapons of any kind are expressly prohibited (i.e. single action revolvers, 1911 semi-automatic pistols, Browning pistols).
- The personally owned weapon must be of modern design and be made by a recognized manufacturer of law enforcement handguns (i.e. Glock, Smith and Wesson, Colt, Sig Sauer, Beretta) and have a passive firing pin block or similar internal safety mechanisms.
- The personally owned firearm must be in .38, .357, 9MM, .357 SIG, .40S&W, or .45ACP caliber.
- The personally owned weapon must have a double action trigger pull weight of 10-13 pounds, while the single action trigger pull must have a trigger pull weight of 5-8.5 pounds.
- The personally owned weapon must be in good repair and be capable of being used appropriately while on duty. Weapons that have been modified for competition are not acceptable.
- The personally owned weapon must have no defects or modifications from its original design and manufacture that affect external or internal safety mechanisms or that may jeopardize the safe handling, operation or storage of the weapon.
- The employee carrying a personally owned firearm must supply his own duty gear including duty belt, holster with at least Level 2 retention, and spare ammunition carrying devices (magazines, speed loaders) and carrying pouches for the duty belt. The Level 2 holster must also cover the trigger/trigger guard and an exposed hammer (i.e. thumb break holster strap).
- Local management teams must use an AlliedBarton firearms instructor or district manager to verify that these personally owned firearms and equipment meet the requirements of this policy.

An employee may not use a weapon in the course and scope of Company business that is not owned by that employee, the Company or the Client.

Only “factory-fresh” brand name ammunition may be utilized. Ammunition will be replenished in accord with the manufacturer’s recommendations, annually at minimum. State code and/or regulation that specify firearms and ammunition inconsistent with this policy (e.g., a .38 caliber 4 inch revolver) must be strictly followed.

- Only factory manufactured ammunition suitable for use by law enforcement officers should be used. Generally, this ammunition should be of a similar nature to that of your local law enforcement agencies or be similar to the ammunition already mentioned in this policy.
- Employees may train with different ammunition configurations (i.e. training ammo) but must qualify with their duty ammunition.
- As referenced earlier, duty ammunition must be rotated at least annually. When possible, the employee or district office should use this ammunition for training purposes.
• The local management team shall account for all issued ammunition. Employees shall account for and return issued duty ammunition.
• To better control the ammunition inventory, employees should only be issued the numbers of rounds that they need for duty use. For instance an employee equipped with a revolver, may be issued 18 rounds of ammunition, 6 to load the weapon to capacity and 12 rounds to be carried in speed loaders. If the employee is issued a semi-automatic pistol, they should be issued the number of rounds to fill their magazines to capacity, plus one extra round to top of the magazine after a round has been chambered.
• Due to the physical stresses placed upon ammunition during the administrative loading and unloading procedure, weapon custodians must constantly monitor the state of their assigned ammunition and check for physical defects on the round that is being loaded and unloaded from the weapon. Rounds that have been subject to repeated loading and unloading should be taken out of service or show signs of physical defects should be taken out of service. Defective rounds can cause weapons malfunctions.

A. Requests for Exceptions / Exemption

District Offices may seek an exemption for firearms and/or ammunition (whether Company, personally, or department-owned) that conflict with this policy and pre-date its implementation. District Offices may further request such an exception prospectively on an individual account or client basis so long as premised on sound business and safety rationale and permitted by state, county, or local regulations. All such exceptions must be personally approved by the relevant division President in concert with the General Counsel and Vice President and Deputy General Counsel (for Licensing and Credentialing). Submit Form LFA-1.5, Firearms Policy: Request for Exception / Exemption, through the division President to the General Counsel for signature. Legal will return an executed copy for district office recordkeeping.

Use of Force

I. General Principles

It is AlliedBarton’s policy that armed security officers shall use only that force reasonably necessary to effectively bring an incident under control in order to protect their own lives and the lives of others. AlliedBarton armed security officers shall adhere to the commonly accepted law enforcement Confrontational Force Continuum should the use of force be necessary in the performance of their duties. The degree of force employed must follow a graduated continuum from least to most (i.e., verbal commands up to, and including, the exercise of deadly force, and then only as necessary to safely bring the incident under control.)

II. Deadly Force Policy

AlliedBarton armed security officers may use deadly force only when necessary, that is, when the officer has a reasonable belief that (a) the subject of such force poses an imminent danger of death or serious physical injury to the officer or to another person, and (b) the use of lesser force is not possible or would not extinguish the threat. By way of example, but not limitation:

A. Deadly force generally may not be used to prevent the escape of a fleeing suspect unless that individual poses an imminent threat to the safety of others.
B. Firearms may not be fired for the purpose of disabling moving vehicles.
C. If feasible and if to do so would not increase the danger to the officer or others, a verbal warning to submit to the authority of the officer shall be given prior to the use of deadly force.
D. Warning shots are not permitted.
E. Armed security officers will be trained in alternative methods and tactics for handling resisting subjects which must be used when the use of deadly force is not authorized by policy.

The core principle of the Company’s Deadly Force Policy is that its armed security officers may resort to the use of deadly force only when based on a reasonable belief that (a) the subject of that force poses an imminent
danger of death or serious physical injury to the officer or to another, and (b) the use of lesser force is not possible or would not extinguish the threat.

III. Application of Deadly Force

When the decision is made to use deadly force, an armed security officer may continue its application only until the subject surrenders or otherwise no longer poses an imminent danger to the officer or to others.

When the application of deadly force is necessary, attempts to wound or otherwise cause minor injury are unrealistic and impractical, and can prove dangerous to the officer and others because such attempts are unlikely to neutralize the imminent danger he or she confronts.

The brandishing of an un-holstered firearm in a public setting is strictly prohibited unless the situation warrants the use of deadly force as stated herein. Even when deadly force is permissible, armed security officers should assess whether its use creates a danger to third parties that outweighs the likely benefits of its use.

Consideration must be given innocent bystanders and shall not unreasonable endanger the safety or welfare of bystanders.

IV. Confrontational Force Continuum

The Confrontational Force Continuum shall be the standard model for the use of force by all AlliedBarton security officers. The continuum is broken down into six broad levels. Each is designed to have an elastic factor to accommodate evolving situations evoking different levels of force. It is common for the level of force to move from level two, to level three, and back again in a matter of seconds. AlliedBarton security officers should be mindful that so long as prudent under the circumstances, disengagement in favor of calling the police or other law enforcement authorities is always the preferred course of action as part of the force continuum.

The following diagram demonstrates the progression of the use of force with 1 being the least force used and 6 being deadly force:
Officer Presence. The mere presence of a highly visible uniformed security officer is often enough to stop a crime in progress or prevent future crime. Included in officer presence are standing, walking, and running. Without saying a word, an alert officer can deter crime or direct criminals away from a property by use of body language and gestures. At this level gestures should be non-threatening and professional.

LEVEL TWO

Verbal Communication. Used in combination with a visible presence, the use of the voice can usually achieve the desired results. Words can be whispered, used normally, or shouted to be effective. The content of the message is as important as the officer’s demeanor. It’s always best to start out calm but firm and non-threatening. Choice of words and intensity can be increased as necessary or used in short commands in serious situations. The right combination of words can de-escalate a tense situation and prevent the need for a physical altercation. Training and experience improves the ability of a security officer to communicate effectively with everyone, including the police.

LEVEL THREE

Control Holds & Restraints. Certain situations may arise where words alone do not reduce the aggression. Sometimes security officers will need to get involved physically. At this level, minimal force would involve the use of bare hands to guide, hold, and restrain. This does not include offensive moves such as punching, tackling, or choking. Pain compliance holds could apply here but only after ordinary holds fail to control an aggressive suspect. A baton may only be used at this level as a self-defense mechanism to block blows or temporarily restrain a suspect. Handcuffs can be used a restraint devise only if the officer has been trained to do so. Not every suspect needs to be handcuffed. Restraints should only be used on a person who exhibits aggression, poses a real threat, or where flight is a real possibility. Handcuffs should not be applied too tightly and should be double-locked when safe to do so. Once a suspect is handcuffed, the officer is responsible for his or her safety. To avoid the possibility of "positional asphyxiation," AlliedBarton security officers may not pile on top of or place a handcuffed suspect face down on the ground. Hog-ties are strictly prohibited.

LEVEL FOUR

Chemical Agents. When a suspect is violent or threatening, more extreme but non-lethal measures may be used in defense to bring the suspect under control or affect an arrest. Before an officer may moving to level four, it is assumed that he or she exercised other less physical measures or deemed them inappropriate. When used by surprise, pepper spray is an excellent distraction, allowing the officer time to get away, call the police, or subdue the suspect. Pepper spray should not be used to protect property or to enforce business rules. It is a defensive weapon. Pepper spray must be directed in the suspect’s face for maximum result, and not sprayed wildly at groups of people. Even though considered non-lethal, pepper sprays can cause severe reaction and possible injury. Also, pepper sprays have a blinding effect and care must be used that spray victims do not fall down stairs, wander into traffic, or operate a motor vehicle.

LEVEL FIVE

Temporary Incapacitation. This level of force may only be employed when the situation is so extreme, violent, and immediate that it is necessary to temporarily incapacitate a suspect prior to the arrival of the police. This includes the use of all methods of non-lethal force beginning with the empty hand up through and including impact tools. At level five, properly used defensive and offensive moves are allowed under the right circumstances. Baton blows to soft tissue and certain joint areas are consistent with professional security training standards. Baton blows to the suspect’s head or throat, however, can be deadly, are inconsistent with professional training standards, and are strictly prohibited unless the use of deadly force is justified. Any violation of this directive will be treated as a serious offense warranting discipline up to, and including, discharge.

Temporary incapacitation is used to stop a suspect from injuring an officer or others, permitting the application of handcuffs or other restraints. Stun devices are a recognized means of temporarily incapacitating an assailant, but may only be carried by an AlliedBarton security officer with the express approval of the Division
President and General Counsel, in consultation with the Vice President and Deputy General Counsel (Licensing and Credentialing)

LEVEL SIX

Deadly Force. AlliedBarton officers are justified in threatening or using non-lethal force against another when and to the extent that the officer reasonably believes that such threat or force is necessary to defend him/herself or a third party against another’s imminent use of unlawful force. Deadly force, however, may be used only when necessary, that is, when the officer has a reasonable belief that the subject of such force poses an imminent danger of death or serious physical injury to the officer or to another person. Such force can be applied by an officer’s hands, through impact tools, or with a firearm.

Whether deadly or non-lethal, when force is used against a person it must cease when the resistance or threat is overcome. AlliedBarton security officers must be mindful that the purpose of force is to overcome aggression, resistance, or non-compliance, and ultimately to protect the lives of the officer or other persons. The application of force for any other purpose is not justified.

Since the Confrontational Force Continuum requires the exercise of non-lethal force before resort to deadly force, no AlliedBarton security officer will be authorized to carry a firearm unless and until that officer is trained in the use of, and equipped with, a non-lethal weapon such as a baton, pepper O.C. (Oleoresin Capsicum) spray, or stun device.

**NOTE:** Adoption or use of Client-specific use of force policies must be approved by the Legal Services Group.

V. Application of Non-Lethal Force

AlliedBarton security officers will exercise only that level of force necessary to de-escalate an incident and safely achieve control. As indicated by the Confrontational Force Continuum, whenever feasible, verbal commands should be given before resort to physical compliance techniques or the use of O.C. spray, a baton, or stun device. The level of force necessary to safely achieve control will logically be proportionate with the level of resistance confronted. Officers are authorized to exercise non-lethal force under the following conditions:

- As with lethal force, to protect themselves or a third party from serious physical harm should the subject not be controlled;
- When making lawful arrests or overcoming resistance to such arrests, but not including temporary incapacitation methods described above (level 5);
- When specifically requested by a law enforcement officer in the process of a not-obviously unjustified or excessive use of force; and
- To the extent they have been trained to do so in accordance with relevant state, county, or municipal regulations governing non-lethal weapons.

AlliedBarton security officers must be mindful that if prudent given the circumstances, disengagement in favor of calling law enforcement authorities is always an option to the application of force.

VI. Authorized Non-Lethal Weapons

The following non-lethal weapons are authorized for use by AlliedBarton security officers with client approval: O.C. Spray; an ASP or equivalent baton. Equipment other than that described, such as a flashlight, portable radio, or handcuffs may not be used as a non-lethal weapon except in an extreme emergency wherein the failure to overcome resistance and achieve control could reasonable lead to severe bodily injury or death to the officer or another.

The use of stun devices must be expressly authorized as an exception to the Company’s authorized non-lethal weapons by the Division President and General Counsel in consultation with the Vice President and Deputy General Counsel (for Licensing and Credentialing). Client permission/concurrence must also be obtained. If authorized, Division Presidents, VP/GMs, District Managers, Account Managers, and security officers themselves will be held accountable for meeting all relevant state, county, and municipal laws and regulations,
including but not limited to training standards, governing the possession and use of stun devices by private security officers.

A. Requests for Exceptions / Exemption

District Offices may seek an exemption for non-lethal weapons (whether Company, personally, or department-owned) that conflict with this policy and pre-date its implementation. District Offices may further request such an exception prospectively on an individual account or client basis so long as premised on sound business rationale and permitted by state, county, or local regulations. All such exceptions must be personally approved by the relevant division President in concert with the General Counsel. Submit Form LFA-1.5, Firearms Policy: Request for Exception / Exemption, through the division President to the General Counsel for signature. Legal will return an executed copy for district office recordkeeping.

Use of Force – Notification Requirements and Response

A. Non-Lethal Use of Force Incidents

I. Notification Requirements

In every incident involving the use of Non-Lethal Force, the officer(s) involved must complete a “Use of Force Incident Report,” form LFA 1.3 within 24 hours of the event. This report will provide detail about the incident including the identity of those involved, the level and type of force applied, and the reasons for its application. Injuries to either officers or others must be fully described, as must any resultant property damage.

District Office management will ensure strict compliance with notification requirements specified by all relevant state, local, and county private security licensing and regulatory authorities surrounding the use of Non-Lethal weapons such as O.C. spray and/or a baton.

Within 5 business days of the event, District Office management will submit form LFA-1.3 to the General Counsel with copies to the relevant VP/GM. As indicated, the officer(s) immediate supervisor must make a recommendation regarding what, if any, additional investigation is dictated by the facts and circumstances of the incident.

II. Response

In all incidents involving the use of Non-Lethal Force, the officer’s immediate supervisor will respond to the scene as soon as possible to gather the facts and assist the officer in the preparation of form LFA-1.3, the Use of Force Incident Report. He or she should notify the Account Manager and/or District Manager of the event as soon as practicable.

Absent aggravating circumstances, no further investigation is necessary beyond the submission of form LFA-1.3 to the General Counsel and relevant VP/GM. In determining whether an investigation is necessary based upon aggravating circumstances, local management should consider the nature and level of force applied, the extent of any injuries, the notoriety of the incident, and the level of adherence to policy. The Supervisor, Account Manager, District Manager, and, if appropriate, the VP/GM should contact the General Counsel for guidance in such cases when formulating a recommendation for follow-up investigation.

B. Deadly Force Incidents - Intentional or Accidental Firearms Discharge

I. Notification Requirements

In all shootings by an AlliedBarton armed security officer, whether intentional or accidental (including accidental discharges), notification shall be made immediately to the relevant Account and District Office Managers, VP/GM, Division President, and to the General Counsel’s Office. Where injury has occurred to any
person, the Division President and/or General Counsel will further seek to notify the company Executive Vice President and President/CEO.

District Office management will manage compliance with notification requirements specified by all relevant state, local, and county private security licensing and regulatory authorities, including the filing of any firearms discharge reports if required by local authorities.

Within 24 hours of all shooting incidents, whether intentional or accidental (including accidental discharges), Security Officers and their Supervisors will complete Form LFA-1.4, “Preliminary Report of Firearms Discharge.” Within 5 business days of the incident, District Managers must approve and submit the report to the General Counsel with copies to the relevant Division President and VP/GM.

II. Response

A. Intentional / Accidental Line-of-Duty Shootings

In all shootings, whether intentional or accidental, and whether injuries are sustained or not, the company’s first responsibility is to ensure that its employees and third parties are well cared for. The first company manager on the scene will ensure that the officer involved in the shooting incident is permitted and encouraged to immediately contact family and loved ones. If the officer has been injured and unable to contact others, his or her family and loved ones should be contacted by a company representative immediately, before press or media accounts of the event appear.

Officers personally involved in a shooting incident should, in cooperation with the investigating authorities, be removed from the scene as soon as practicable and NOT assigned responsibilities surrounding the investigation into the incident.

In cooperation with LSG personnel, the District Manager, VP/GM, and/or Division President should endeavor to communicate with interested personnel appropriate circumstances involving the incident, instruct on the confidential nature of information, if applicable, and review the terms of the media contact policy. District and regional management may also engage employee assistance/grief counseling resources as circumstances require.

No information should be released to the media without approval of the Division President in coordination with the Corporate Communications Section. Further, the identity of any officer involved in a shooting incident shall not be released to the media without first consulting with AlliedBarton Senior Executive Management and General Counsel.

B. Accidental Discharges – No Injuries

Response to and intervention following an accidental discharge not resulting in injury will be the responsibility of the officer’s immediate supervisor and/or District Manager. While accidental discharges may result in property damage alone, managers should be sensitive to the psychological effect such incidents may have on the officer involved and his/her fellow employees. Managers should be further sensitive to the root cause of any accidental discharge in making a recommendation for remedial training on firearms safety and/or disciplinary action.

Investigation of Intentional or Accidental Firearms Discharge

I. Intentional / Accidental Line-of-Duty Shootings

A. Shooting Inquiry

An internal shooting inquiry will be conducted into any intentional or accidental line-of-duty shooting under the direction of the relevant Division President in close coordination with the Company Legal Department. As a standing instruction of the General Counsel, the Division President shall designate one or more individuals (hereinafter a shooting incident response team or “SIRT”) to conduct a thorough, factual investigation into the event and submit a comprehensive report to the General Counsel’s Office. Composition of the inquiry team is
left to the discretion of the Division President in consultation with the General Counsel. It is the intention and expectation that such an investigation be conducted under guidance of LSG professionals and in the nature of a privileged investigation performed in anticipation of litigation.

B. Shooting Inquiry Report

Reports should include a table of contents which organizes and identifies report contents. The following is an example of items which might normally be included in a comprehensive shooting report:

(a) Interviews of all employees involved, including the subject officer;
(b) Interviews of all witnesses;
(c) Interviews of the subject civilian involved in the incident;
(d) Medical reports;
(e) Maps, diagrams, photographs, video, and other graphic depictions or representations of the shooting incident scene;
(f) Police reports.

Reports will be submitted within 30 days of a shooting incident to the General Counsel’s Office, with copies to the relevant Division President and VP/GM.

II. Accidental Discharges – No Injuries

Absent aggravating circumstances, no investigation need be conducted into an accidental discharge not resulting in injury beyond execution of the LFA-1.4 and/or other workplace safety measures. In consultation with the General Counsel, division executive management will nonetheless consider the need for remedial training and/or disciplinary action following all instances of an accidental discharge.

Legal Issues

Any armed security officer involved in a shooting incident should expect a swift response by state and/or local authorities, followed by a thorough, comprehensive investigation. Logically, as part of such an investigation the authorities would request an interview and/or statement of the officer regarding the event. If death resulted as a consequence of the shooting, a coroner’s inquest could be held or a grand jury impaneled to ascertain if the shooting was legally justified. At some point, an officer could be named as a defendant in a civil action. Interviews with the police, coroners’ inquests, grand jury investigations, and litigation are predictably common to nearly all shootings and thus should be anticipated by any officer involved in a shooting incident.

Firearms Safety, Care, and Cleaning

Adherence to safety rules is necessary to prevent or minimize firearm-related accidents.

I. Firearms Safety

- Treat every gun as if loaded. This applies to weapons that you both think or “know” to be unloaded.
- Never point a firearm, loaded or not, at anyone unless you are justified in doing so. This includes pointing it in any direction where an accidental discharge could cause injury or damage.
- Keep your finger off the trigger unless you intend to shoot.
- In transferring a weapon, never give to or receive a firearm from anyone unless the weapon is unloaded and the action is open. If a semi-automatic pistol, present the weapon with the magazine removed, action open, safety on (if applicable), BUTT first.
  If a revolver, present the weapon with the cylinder open, BUTT first.
- Immediately upon picking up any firearm, face a safe direction, remove any magazine, open the action, and check to see that the weapon is unloaded. Check it again.
- A holstered weapon is a safe weapon. When you remove a weapon from a holster for any reason other than to fire…UNLOAD.
Never “show” or display a weapon to anyone unless directed to do so by a supervisor. UNLOAD the weapon before passing it to another person BUTT first. Do not permit anyone else to handle your firearm.

**Safety Precautions:** Loading and unloading of firearms must be done in an area designated as such, furnished with a “bullet trap” designed for such purposes. It is encouraged that designated loading and unloading areas be conspicuously adorned with visual reminders of firearms safety, such as shown below:

**SAFETY FIRST**

1. **ALWAYS** assume a firearm is LOADED until you personally remove the magazine, open the action or cylinder, and determine otherwise.

2. **NEVER** place your finger inside the trigger guard unless you intend to fire the weapon.

3. **NEVER** leave a weapon, loaded or unloaded unattended.

4. **NEVER** point a weapon at anyone or anything unless you may have to fire it in your own defense, or the defense of another.

Firearms safety is the direct responsibility of each member of the AlliedBarton organization. This extends to aiding fellow security officers in their safe handling of weapons. AlliedBarton employees are encouraged to report any known instance of mishandling or carelessness on the part of an armed security officer to a supervisor for corrective action.

**II. Firearms Care and Cleaning**

At the District Office or Account level, weapons care and maintenance is restricted to cleaning in accordance with manufacturer’s guidelines and safe gun-handling practices. Weapons requiring alteration and/or repair shall be taken to a professional gunsmith for evaluation and repair.

Cleaning kits and equipment will be provided and available at the District Office responsible for an armed account. After being used, and periodically during storage, all weapons should be carefully cleaned and lubricated per the manufacturer’s recommendations. Care must be taken to prevent excess solvent and oil from entering inaccessible areas of the firearm. Excess oil and solvent must be completely wiped from wood stocks. Holstered weapons will rust if left untreated. Regular inspection and lubrication is required to prevent rusting and possible malfunction. Leather equipment should be cleaned and treated with a good preservative. Canvas and/or nylon items should be cleaned with soap and water and completely dried before reuse.

**III. OSHA Lead Regulations**

**Employer Responsibility:** The owner and operator of a shooting range, as an employer, is responsible for meeting OSHA standards governing exposure to lead. As an employer, AlliedBarton likewise has a responsibility to protect its employees from excessive lead exposure, however remote, associated with firearms qualification and training. Accordingly, the company will comply with all applicable OSHA rules and regulations concerning the handling, maintenance, and/or use of firearms and lead ammunition.

It is AlliedBarton policy that District Managers supervising armed-officer accounts request and retain a copy of the shooting range air monitoring results from any range authorized to train and qualify AlliedBarton officers in meeting licensing requirements. OSHA regulations permit the use of monitoring results taken within the preceding 12 months. Should a District Manager find that a range’s air monitoring results exceed an
action level of 30 micrograms of lead per cubic meter (30ug/m3), he or she should contact the Legal Department, Risk Management Section, immediately for further guidance.

**Employee Responsibility:** AlliedBarton armed officers are responsible for practicing good hygiene and exercising sound judgment while handling lead associated with firearms training and qualification. Experience has shown that strict compliance with these provisions can virtually eliminate several sources of lead exposure which significantly contribute to excessive lead absorption:

- **At the range, always wash your hands and face before eating, drinking, smoking, or applying cosmetics.**
- **Wash your hands and face before leaving the range.**
- **Wash range clothing separately from the rest of the family laundry.**
- **Do not use compressed air to clean a firearm.**
- **Always load bullets in a ventilated area.**
- **Do not load bullets in the home or in areas frequented by children.**
- **Keep the bullet loading area clean through the use of detergent.**

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**Firearms, Ammunition, and Non-Lethal Weapons**

**Purchase, Transportation, Storage and Disposal**

Strict responsibility and accountability will be assigned to the purchase, transportation, storage, and disposal of Company purchased firearms, ammunition, and non-lethal weapons.

**I. Purchase of Firearms, Ammunition, and Non-Lethal Weapons**

AlliedBarton Security Services is a federally licensed firearms dealer as specified within Title I of the Gun Control Act of 1968 and the regulations issued thereunder, 27 CFR Part 178. Accordingly, the Company is authorized to purchase, store, distribute, and dispose of firearms in interstate commerce in the ordinary course of providing contract security services. All company-issued firearms will be centrally purchased by the AlliedBarton Purchasing Department (in consultation with the Compliance Department) for distribution to district offices on an as-needed basis.

**Operations personnel are prohibited from purchasing firearms on behalf of the Company or for another’s use in the course and scope of Company business.**

The AlliedBarton Legal Services Group shall take necessary measures to comply with 27 CFR, Part 178, including but not limited to license renewal, notice regarding a change in trade name, license posting, sales or deliveries between licensees, firearms transaction records (Forms 4473), firearms receipt and distribution records, and record retention.

For safety and security reasons, the Company will strive to purchase and distribute firearms direct to District Offices on an as-needed basis, permanently storing few if any firearms at corporate headquarters. To assist the Purchasing Department in meeting operational deadlines, Divisions and/or District Offices awarded armed security services contracts are requested to provide early notice of their firearms needs. Do not independently price firearms or complete a purchase order. Rather, provide the Purchasing Department with the following information and it will process the order: Make, model, and number of firearms needed; Department, Job, or Account Name and Number; GL Number to be charged; and full name and street address to whom the firearms should be shipped.

As needed to service an armed account, ammunition and, with the exception of stun devices, non-lethal weapons may be purchased from licensed firearms dealers or other reputable law enforcement supply houses / sources at the District Office level. Authorized stun devices will be purchased, transported, stored, and disposed of as though a firearm, i.e., centrally through the Compliance Department in consultation with Corporate Purchasing.

**A. Exceptions to Policy**
The Company may consider the purchase of used weapons from a prospective client as part of a proposal to provide services, e.g., in situations wherein the prospective client wishes to outsource what had been a proprietary armed guard force. Any such proposals must be discussed with, and have the approval of, the relevant Division President and the General Counsel, and all weapons, ammunition and duty gear must otherwise comply with this Policy. In the event the Company purchases firearms from a client / customer outside of Pennsylvania, the purchase will be made in strict accordance with the provisions of 27 CFR, Part 178 as well as applicable state and local laws and regulations. Consult the General Counsel or Vice President – Compliance on governing state and local law.

II. Transportation and Distribution of Firearms, Ammunition, and Non-Lethal Weapons

A. Transportation

Title 27, Section 178.38 of the Code of Federal Regulations (CFR) specifies that firearms and ammunition may be transported in interstate commerce only if during such transportation the firearm is unloaded, and neither it nor any ammunition is readily accessible or directly accessible from the passenger compartment of the transporting vehicle. In the case of a vehicle without a compartment (trunk space) separate from the driver’s compartment, the firearm and ammunition must be contained in a locked container other than the glove box or console. AlliedBarton employees will strictly adhere to this regulation in transporting company-owned firearms and ammunition to/from any location, whether corporate headquarters, a licensed firearms dealer or gunsmith, district office, account location, or training facility. While not required by law, it is AlliedBarton policy that all company owned non-lethal weapons will be transported in similar fashion.

B. Distribution

As specified in Section II.A. above, company-owned firearms, ammunition, and non-lethal weapons may be transported by vehicle for delivery to locations within driving distance. Sections 178.30 and 178.31 of Title 27, CFR, further permit the shipment and delivery of firearms and ammunition by common or contract carrier provided the common or contract carrier is notified that the shipment contains an unloaded firearm and/or ammunition. The regulations prohibit the common or contract carrier from requiring or causing any label to be affixed on any package indicating it contains a firearm or ammunition.

Handguns MAY NOT be shipped via the United States Mail.

All AlliedBarton employees responsible for shipping company-owned firearms and/or ammunition by common or contract carrier will strictly adhere to the requirements of Title 27, Sections 178.30 and 178.31, by declaring the firearms and/or ammunition with the common or contract carrier. Packages will be addressed for delivery to the personal attention of the relevant District Manager, VP/GM, or in the case of AlliedBarton Corporate headquarters, a relevant Compliance Department representative.

While not required by law, it is AlliedBarton policy that all company-owned non-lethal weapons will be distributed through common or contract carrier in similar fashion.

III. Storage of Firearms, Ammunition, and Non-Lethal Weapons

Whether at AlliedBarton Corporate headquarters, a District Office, an Account location if specified by contract, or in the home of the employee, when not in use all company-owned firearms, ammunition, and non-lethal weapons will be stored in a Class 5 or similar weapons container, or in a traditional firearms locker. The container itself should be located in a protective storage area with limited access, controlled by the senior supervisor on duty or his/her designated alternate, preferably dehumidified and temperature controlled. In the field, this same protective storage area should also house the firearms “bullet trap,” safety posters, and cleaning supplies as specified in the Firearms Safety, Care, and Cleaning Section of this policy. In all circumstances, storage must comply with applicable state law.

Firearms will always be stored in an unloaded, clean, functional condition. Revolvers will be stored unloaded, cylinder closed, hammer down.

District Offices will house firearms, ammunition, and non-lethal weapons only as necessary to meet account demands. At the discretion of local management, excess weapons and ammunition will be returned to the Compliance Department. District Offices not permitted to store firearms within the office based upon lease
restrictions must make alternate arrangements and/or seek lease modifications through the Vice President of Strategic Sourcing and Director of Purchasing.

A. Requests for Exceptions / Exemption

District Offices may seek an exemption for firearms storage that conflicts with this policy and pre-dates its implementation. District Offices may further request such an exception prospectively on an individual account or client basis so long as platformed on sound business rationale and permitted by state, county, or local law and regulations. All such exceptions must be personally approved by the relevant division President in concert with the General Counsel.

Submit Form LFA-1.5, Firearms Policy; Request for Exception / Exemption, through the division President to the General Counsel for signature. Legal will return an executed copy for district office recordkeeping.

In the event that state, county, or local law and regulations permit a licensed, armed security officer to transport a firearm from home to/from a client location in the performance of his/her duties, and if personally approved through Form -1.5 by the relevant Division President and the General Counsel based upon sound business rationale and practical considerations, said officers may store a firearm at home on the following conditions. Such officers shall:

- Never allow a child, family member, or friend to play with the firearm;
- Use discretion in handling and displaying the firearm in the presence of others;
- Remove all ammunition and secure the firearm with an authorized trigger lock; ideally, lock the firearm itself away;
- Secure the ammunition removed in a separate location;
- Keep the firearm separate and apart from jewelry, silver, money, or other valuables;
- Never leave the firearm in an unattended vehicle.

Any violation of this policy will be grounds for immediate discipline up to, and including, dismissal.

IV. Disposal of Firearms, Ammunition, and Non-Lethal Weapons

The AlliedBarton Legal Services Group will coordinate the sale, permanent transfer, or disposal of all company-owned firearms, ammunition, and non-lethal weapons. No sale or permanent transfer of any firearm, ammunition, or non-lethal weapon may be made at the field level.

The Legal Services Group will fully comply with the provisions of 27 CFR, Part 178 and all applicable state or local laws and regulations in selling or otherwise permanently transferring any firearm.

V. Recordkeeping, Inventory, and Property Management

Division Presidents, VP/GMs, District Managers, Account Managers, and Compliance Department personnel are responsible for establishing and enforcing internal controls meant to secure and prevent unauthorized access to company-owned firearms, ammunition, and non-lethal weapons. Further, said persons are responsible for establishing and enforcing an audit trail designed to document the receipt, charge-out, return, transfer, and disposition of all company-owned firearms, ammunition, and non-lethal weapons within their control.

VP/GMs and District Managers servicing armed-accounts shall designate a Regional Weapons Custodian with responsibility for documenting the receipt, charge-out, return, transfer, and disposition of all company-owned firearms, ammunition, and non-lethal weapons. An inventory will be taken of all company-owned firearms and non-lethal weapons within the control of the field as well as the Compliance Department on a quarterly basis, in a form specified by and coordinated with Compliance. The inventory will be taken by a minimum of two persons, one an independent observer with no authority/responsibility governing firearms. All firearms (and if applicable, stun devices) will be described by make, model number, and serial number.

Division Presidents, VP/GMs, District Managers, Account Managers, and corporate Compliance Department personnel are responsible for establishing and enforcing controls to ensure that company-owned firearms,
ammunition, and non-lethal weapons are charged-out and returned by officers, and recovered from security officers who separate from the company or are otherwise removed from an armed account. Any failure to recover a company-owned firearm, ammunition, or non-lethal weapon must be reported immediately to Division management, the Compliance Department, and the General Counsel.

Lost, missing, or unrecoverable company-owned firearms and stun devices must be immediately reported as such to local law enforcement, the Legal Department, and to Compliance as it must make a report of any theft or loss of a firearm from inventory to the Bureau of Alcohol, Tobacco, Firearms and Explosives within 48 hours of occurrence or discovery. Where required by state, county, or local laws or regulations, lost, missing, or unrecoverable firearms (and if applicable, stun devices) must also be reported to the appropriate licensing and regulatory authority. An AlliedBarton Incident Report and copies of all relevant law enforcement and regulatory agency reports must be forwarded to the Legal and Compliance Departments. Originals shall be retained by the District Office.

Remainder of Page Intentionally Left Blank
### 4. COMPANY BACKGROUND AND REFERENCES

#### 4.1 VENDOR INFORMATION

4.1.1 Vendors must provide a company profile in the table format below.

<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company name:</td>
<td><strong>AlliedBarton Security Services</strong></td>
</tr>
<tr>
<td>Ownership (sole proprietor, partnership, etc.):</td>
<td><strong>Limited Liability Company</strong></td>
</tr>
<tr>
<td>State of incorporation:</td>
<td><strong>Delaware</strong></td>
</tr>
<tr>
<td>Date of incorporation:</td>
<td><strong>July 16, 2004</strong></td>
</tr>
<tr>
<td># of years in business:</td>
<td><strong>55 years (1957)</strong></td>
</tr>
<tr>
<td>List of top officers:</td>
<td><strong>William C. Whitmore, Jr. – President and Chief Executive Officer</strong></td>
</tr>
<tr>
<td></td>
<td><strong>William A. Torzolini – Senior Vice President, Chief Financial Officer</strong></td>
</tr>
<tr>
<td></td>
<td><strong>and Treasurer</strong></td>
</tr>
<tr>
<td></td>
<td><strong>David I. Buckman – Executive Vice President, General Counsel and</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Secretary</strong></td>
</tr>
<tr>
<td>Location of company headquarters:</td>
<td><strong>AlliedBarton Security Services</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Eight Tower Bridge</strong></td>
</tr>
<tr>
<td></td>
<td><strong>161 Washington Street, Suite 600</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Conshohocken, PA 19428</strong></td>
</tr>
<tr>
<td></td>
<td><strong>888-239-1104</strong></td>
</tr>
<tr>
<td>Location(s) of the company offices:</td>
<td><strong>AlliedBarton operates over 100 district offices across the continental</strong></td>
</tr>
<tr>
<td></td>
<td><strong>United States.</strong></td>
</tr>
<tr>
<td>Location(s) of the office that will provide the services</td>
<td><strong>AlliedBarton Security Services</strong></td>
</tr>
<tr>
<td>described in this RFP:</td>
<td><strong>1515 E. Tropicana Avenue, Suite 680</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Las Vegas, NV 89119</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Phone: 702-795-3317, x27</strong></td>
</tr>
<tr>
<td>Number of employees locally with the expertise to support</td>
<td><strong>600</strong></td>
</tr>
<tr>
<td>the requirements identified in this RFP:</td>
<td></td>
</tr>
<tr>
<td>Number of employees nationally with the expertise to</td>
<td><strong>Of our workforce of 55,000 officers approximately 20,000 have the</strong></td>
</tr>
<tr>
<td>support the requirements in this RFP:</td>
<td><strong>expertise to support the requirements.</strong></td>
</tr>
<tr>
<td>Location(s) from which employees will be assigned for</td>
<td><strong>AlliedBarton Security Services</strong></td>
</tr>
<tr>
<td>this project:</td>
<td><strong>1515 E. Tropicana Avenue, Ste 680</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Las Vegas, NV 89119</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Phone: 702-795-3317, x27</strong></td>
</tr>
</tbody>
</table>
4.1.2 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state must register with the State of Nevada, Secretary of State’s Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

**We have provided below:**

- A copy of our *Private Patrolman License (#421) issued by the State of Nevada Private Investigators Licensing Board*, pursuant to Chapter 648, Statutes of Nevada, as amended.
- *Secretary of State Certificate of Existence with Status in Good Standing, dated October 12, 2012*

4.1.3 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the State of Nevada, Secretary of State’s Office pursuant to NRS76. Information regarding the Nevada Business License can be located at [http://sos.state.nv.us](http://sos.state.nv.us).

<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nevada Business License Number:</td>
<td><strong>NV20061007127</strong></td>
</tr>
<tr>
<td>Legal Entity Name:</td>
<td><strong>Allied Barton Security Services LLC</strong></td>
</tr>
</tbody>
</table>

Is “Legal Entity Name” the same name as vendor is doing business as?

<table>
<thead>
<tr>
<th>Yes</th>
<th>X</th>
<th>No</th>
</tr>
</thead>
</table>

If “No”, provide explanation.

4.1.4 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.

**We have provided below a copy of our Private Patrolman License (#421) issued by the State of Nevada Private Investigators Licensing Board, pursuant to Chapter 648, Statutes of Nevada, as amended.**
This is to Certify that after the applicant named herein has properly submitted the required application, passed the State of Nevada written examination and has come before this professional licensing board in person for proper review of professional experience in the area of interests. Let it be known that:

Allied Barton Security Services LLC
KATHLEEN BOLZ/Qualifying Agent
is hereby permitted, granted and entitled the privilege of conducting the business of

Private Patrolman
License # 421

This certificate is issued pursuant to Chapter 648, Statutes of Nevada, as amended. This certificate / professional license is valid from:

June 30, 2012 - June 30, 2013

[Signatures]

Chairman

Executive Director
CERTIFICATE OF EXISTENCE
WITH STATUS IN GOOD STANDING

I, ROSS MILLER, the duly elected and qualified Nevada Secretary of State, do hereby certify
that I am, by the laws of said State, the custodian of the records relating to filings by
corporations, non-profit corporations, corporation sole, limited-liability companies, limited
partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada
Revised Statutes which are either presently in a status of good standing or were in good standing
for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate,
evidence, ALLIEDBARTON SECURITY SERVICES LLC, as a limited liability company
duly organized under the laws of Delaware and existing under and by virtue of the laws of the
State of Nevada since May 19, 2006, and is in good standing in this state.

IN WITNESS WHEREOF, I have hereunto set my
hand and affixed the Great Seal of State, at my
office on October 12, 2012.

ROSS MILLER
Secretary of State

Electronic Certificate
Certificate Number: C20121012-1265
You may verify this electronic certificate
online at http://www.nvsos.gov/
4.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

<table>
<thead>
<tr>
<th>Yes</th>
<th>X</th>
<th>No</th>
</tr>
</thead>
</table>

If “Yes”, complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of State agency:</td>
<td>College of Southern Nevada (CSN)</td>
</tr>
<tr>
<td>State agency contact name:</td>
<td>Mark Cahill</td>
</tr>
<tr>
<td>Dates when services were performed:</td>
<td>2004-2008</td>
</tr>
<tr>
<td>Type of duties performed:</td>
<td>AlliedBarton had been engaged under contract with the College of Southern Nevada (CSN). We provided services similar to those that are specified in this RFP document, however all posts were unarmed. The total HPW for CSN was approximately 2,500.</td>
</tr>
<tr>
<td>Total dollar value of the contract:</td>
<td>$2,100,000/year</td>
</tr>
</tbody>
</table>

4.1.6 Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>X</th>
</tr>
</thead>
</table>

If “Yes”, please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person will be performing or producing the services which you will be contracted to provide under this contract, you must disclose the identity of each such person in your response to this RFP, and specify the services that each person will be expected to perform.

4.1.7 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the
vendor’s ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP must also be disclosed.

Does any of the above apply to your company?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>X</th>
</tr>
</thead>
</table>

If “Yes”, please provide the following information. Table can be duplicated for each issue being identified.

<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of alleged contract failure or breach:</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Parties involved:</td>
<td></td>
</tr>
<tr>
<td>Description of the contract failure, contract breach, or litigation, including the products or services involved:</td>
<td></td>
</tr>
<tr>
<td>Amount in controversy:</td>
<td></td>
</tr>
<tr>
<td>Resolution or current status of the dispute:</td>
<td></td>
</tr>
<tr>
<td>If the matter has resulted in a court case:</td>
<td>Court</td>
</tr>
<tr>
<td></td>
<td>Case Number</td>
</tr>
<tr>
<td>Status of the litigation:</td>
<td></td>
</tr>
</tbody>
</table>

4.1.8 Vendors must review the insurance requirements specified in Attachment E, Insurance Schedule for RFP 2030. Does your organization currently have or will your organization be able to provide the insurance requirements as specified in Attachment E.

<table>
<thead>
<tr>
<th>Yes</th>
<th>X</th>
<th>No</th>
</tr>
</thead>
</table>

Any exceptions to the insurance requirements must be identified on Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP. In order for any exceptions to the insurance requirements to be considered they must be documented in detail in Attachment B. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission.

Upon contract award, the successful vendor must provide the Certificate of Insurance identifying the coverages as specified in Attachment E, Insurance Schedule for RFP 2030.

4.1.9 Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.
AlliedBarton by the Numbers

AlliedBarton has been providing armed and unarmed security service nationwide for 55 years, since 1957. We provide these essential services to more than 3000 clients from one or more of our more than 100 district offices located nationwide. We have provided security officer services in the State of Nevada since 1987, where we currently employ approximately 600 citizens of the State.

Over the last five decades we have grown to become the largest American owned and American managed security services company in the nation, providing governmental clients with access to security industry best practices. We have established deep working relationships with federal, state, and local municipal police, fire departments, courthouses and other federal, state, and county agencies. As a recognized leader in contract security services, AlliedBarton has originated many of the standards that guide our industry today.

AlliedBarton Government Services FAST FACTS

AlliedBarton’s Government Services Division currently provides more than 1,000,000 man-hours of armed and unarmed security services to federal, state, and local governmental facilities nationwide. Our approximately 4,500 specially-trained Government security officers secure more than 100 federal, state, and local customers, protecting and safeguarding more than 500 government facilities; up to 200 locations under a single contract.

Government Services offers specialized services for airports; courthouses; federal, state and county government facilities; financial institutions; maritime ports; national monuments and museums, stadiums and arenas; public utilities and critical infrastructure clients; public transits; and telecommunications clients across the country.

Our more than 100 governmental clients include the States of Connecticut, Florida, Minnesota, New York, Pennsylvania, Texas, West Virginia, and Washington, D.C. Like the State of Nevada, these customers operate numerous sites and posts statewide. We also service many state capitals to include Boise, Idaho; Charleston, West Virginia; Richmond, Virginia; and Atlanta, Georgia.

Our decentralized Local Response | National Support operational model means we are able to deliver our services to meet client requirements and specifications where they are located, while executing seamless program transitions, implementations, and ongoing support services. We measure what we manage, using key performance indicators that we report back to our clients, ensuring open communication and constant process improvement. While some might see their customers as clients, we seek to partner with ours.

AlliedBarton’s core mission, values, and Dare to Be Great Quality standards align with the State’s stated goals and priorities; we are proud to list them below.
### ALLIEDBARTON’S CORE PURPOSE

*To serve and secure the people, homes, and businesses of our communities.*

### ALLIEDBARTON’S CORE VALUES

<table>
<thead>
<tr>
<th>Core Value</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Growth</td>
<td>Encourage individual, team, and organizational growth</td>
</tr>
<tr>
<td>Responsibility</td>
<td>Honor our service commitment to customers, employees, and the community</td>
</tr>
<tr>
<td>Empowerment</td>
<td>Offer development programs that enable employees to do their jobs with skill and confidence</td>
</tr>
<tr>
<td>Achievement</td>
<td>Reward and recognize service excellence, team success, and individual achievement</td>
</tr>
<tr>
<td>Trust</td>
<td>Build trust, respect, and integrity in every relationship and interaction</td>
</tr>
</tbody>
</table>

### DARE TO BE GREAT SECURITY OFFICER QUALITY STANDARDS

- Maintain a friendly and professional demeanor
- Be good communicators
- Report to work on time
- Maintain a neat, professional appearance
- Understand & successfully execute Post Orders
- Manage typical issues and problems professionally

Our Core Purpose, Core Values and Quality Standards are printed on pocket-sized cards provided to each employee as a reminder to always Dare to be GREAT.

By living our quality standards, our officers can Dare to be GREAT every day. Our deep nationwide experience means that we have all the fundamentals mastered. We understand that a great partnership includes six key elements:

<table>
<thead>
<tr>
<th>Clarity of Role</th>
<th>Our success starts with a clear definition of the expectations for the role we will continue to play in delivering safety and security to RTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Competence</td>
<td>We ensure that our services are delivered competently by hiring, managing and training our officers using best practices in recruiting, vetting and on-boarding the staff and then use award-winning training to ensure they are prepared to meet their post obligations.</td>
</tr>
<tr>
<td>Capacity</td>
<td>We provide select, train, cross-train, and aggressively manage enough safety and security officers to effectively fill our scheduled and special event or extraordinary incident commitments.</td>
</tr>
<tr>
<td>Communication</td>
<td>Our officers are often the primary customer relationship representatives for our clients so we emphasize communications skills and sensitivity to the diversity of the location.</td>
</tr>
<tr>
<td>Care</td>
<td>We strive to achieve a professional image through our demeanor that reflects well on our customers as well as on our company.</td>
</tr>
<tr>
<td>Cost</td>
<td>Our services must be delivered as cost effectively as possible. We deliver value locally through our officers and management supported by a national commitment.</td>
</tr>
</tbody>
</table>

AlliedBarton’s service delivery is focused at the account level. It involves the entire company—security officers, shift supervisors, project managers, operations, and senior management. Our focus allows AlliedBarton to effectively monitor contract compliance, control costs, maintain client satisfaction and exceed expectations.
ALLIEDBARTON BY THE NUMBERS

AlliedBarton is the premier provider of security officer solutions to clients in nearly every sector of business and government. As the largest American-owned and managed security officer services company, we serve more than 3,000 clients nationwide from more than 100 district offices, including approximately 200 Fortune 500 companies.

We currently guard and protect hundreds of premier clients, many with a scope of work similar to the State of Nevada; a sampling of which is listed below, beginning with our local clients, followed by our many recognized national clientele.

Regional Transportation Commission of Southern Nevada

Type of facility: Transportation  
Size: 4000 hours per week, armed and unarmed  
Service started: March 2010  
Customer contact: Jerry Keating – Assistant GM  
Phone: 702-676-1555  
Email: keatingj@rtcsnv.com

City of Las Vegas

Type of facility: City Buildings- Security, Access Control  
Size: 575 hours per week, unarmed  
Service started: June 2010  
Customer contact: Captain Michael Brown – City Marshall’s Office  
Phone: 702-229-1820  
Email: mbrown@lasvegasnevada.gov

Clark County Library District

Type of facility: 12 Library locations throughout Las Vegas  
Size: 1200 hours per week, armed and unarmed  
Service started: March 2009  
Customer contact: Steve Rice – General Services Director  
Phone: 702-507-3750 rices@lvclld.org

Las Vegas Valley Water District

Type of facility: Utilities  
Size: 1000 hours per week, armed and unarmed  
Service started: June 2010  
Customer contact: Alan Schmidt – Manager, Corporate Security Services  
Phone: 702-258-7277

We provide armed officers at 2 water treatment plants in Las Vegas, with an emphasis on training, and post orders, directed at securing the plants from potential terrorist acts, vandals, etc.
Also, access gate control at 2 water district facilities as well as vehicle patrol officers 24/7 inspecting water wells throughout the valley, insuring no breeches, vandals, etc. The rest of the hours are in Water District offices, where the public pays their bills, regular access control, etc.)

<table>
<thead>
<tr>
<th>Customer</th>
<th>Hours (yr)</th>
<th>Customer Since</th>
<th>Locations Serviced</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Bernardino County</td>
<td>260,000</td>
<td>2008</td>
<td>County of San Bernardino</td>
</tr>
<tr>
<td>The City of New York</td>
<td>2,132,000</td>
<td>2006</td>
<td>The Five Boroughs of New York, 31 agencies, 204 facilities. This includes the Mayor’s Office, the DA’s office, and the NYPD.</td>
</tr>
<tr>
<td>Miami Dade County</td>
<td>520,000</td>
<td>2008</td>
<td>Miami Florida</td>
</tr>
<tr>
<td>International Bank for Reconstruction and Development (World Bank)</td>
<td>416,000</td>
<td>2008</td>
<td>Washington, D.C.</td>
</tr>
<tr>
<td>New York Metropolitan Transit Authority</td>
<td>390,000</td>
<td>2002</td>
<td>New York, New York</td>
</tr>
<tr>
<td>Federal Deposit Insurance Corporation</td>
<td>312,000</td>
<td>2007</td>
<td>Atlanta, GA; Boston, MA; Chicago, IL; Dallas, TX; Jacksonville, FL; Kansas City, MO; Memphis, TN; New York, NY; San Francisco, CA; Washington DC</td>
</tr>
<tr>
<td>International Monetary Fund</td>
<td>312,000</td>
<td>2004</td>
<td>Washington, D.C.</td>
</tr>
<tr>
<td>Federal Protective Services</td>
<td>260,000</td>
<td>2008</td>
<td>Washington D.C.</td>
</tr>
<tr>
<td>County of San Diego</td>
<td>218,400</td>
<td>2008</td>
<td>San Diego, CA</td>
</tr>
<tr>
<td>DC Water</td>
<td>132,080</td>
<td>2006</td>
<td>Washington, D.C.</td>
</tr>
<tr>
<td>DC Government</td>
<td>1,144,000</td>
<td>2009</td>
<td>Washington, D.C.</td>
</tr>
<tr>
<td>Shelby County</td>
<td>104,000</td>
<td>2011</td>
<td>Shelby County, TN</td>
</tr>
</tbody>
</table>

The Most Honored Security Officer Services Company

AlliedBarton is proud to have taken the lead in many aspects of security operations. Our local and national awards confirm what our long-time clients already know; AlliedBarton is the leading provider of high quality security services. No other security officer services company has matched the number of awards AlliedBarton has earned.

Even more important are the services that have earned these awards. Our priority is to always provide the best service locally as we fulfill our core purpose, to serve and secure the people, homes and businesses of our communities.
Security Trade Associations

Our involvement in industry associations translates into better service for our clients. AlliedBarton is involved in a variety of security trade associations to help raise the level of professionalism in the industry and shape the expectation for high-quality security officer services, including:

- American Society for Industrial Security (ASIS) International
- International Security Management Association (ISMA)
- National Association of Security Companies (NASCO)
- International Association of Security and Investigative Regulators (IASIR)
- International Security Conference (ISC)
- International Chiefs of Police Association (ICOPA)

Military Friendly Partnerships

AlliedBarton is proud of the many mutually beneficial partnerships we have cultivated and developed. We list some of the partnerships below that we are most proud of, ensuring that our service men and women have opportunities as they transition back to civilian life.

<table>
<thead>
<tr>
<th>Employer Partnership of the Armed Forces</th>
<th>Employer Support of the Guard and Reserve</th>
<th>American GI Forum</th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="image1.png" alt="Employer Partnership of the Armed Forces" /></td>
<td><img src="image2.png" alt="Employer Support of the Guard and Reserve" /></td>
<td><img src="image3.png" alt="American GI Forum" /></td>
</tr>
<tr>
<td><strong>Wounded Warrior Project</strong></td>
<td><strong>HireVeterans.com</strong></td>
<td></td>
</tr>
<tr>
<td><img src="image4.png" alt="Wounded Warrior Project" /></td>
<td><img src="image5.png" alt="HireVeterans.com" /></td>
<td></td>
</tr>
</tbody>
</table>

For the week of July 16-20, AlliedBarton hired 471 officer; 78 of them were identified as veterans, or 16.5 percent of our total hires for that week. We have hired more than 8,500 veterans to date this year.

4.1.10 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.

AlliedBarton has provided armed and unarmed security officer services for 55 continuous years, since our founding in 1957. We have been providing scopes of service similar to the State of Nevada for 55 years, to include today the States of Connecticut, Florida, Minnesota, New York, Pennsylvania, Texas, West Virginia, and Washington, D.C. Like the State of Nevada, many of these customers operate numerous sites and posts statewide. This year we are celebrating 25 years of conducting business in Nevada (since 1987), where we currently employ nearly 600 security officers in our Nevada market.
4.2 SUBCONTRACTOR INFORMATION

4.2.1 Does this proposal include the use of subcontractors? Check the appropriate response in the table below.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>X</th>
</tr>
</thead>
</table>

If “Yes”, vendor must:

4.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.

4.2.1.2 If any tasks are to be completed by subcontractor(s), vendors must:

A. Describe the relevant contractual arrangements.
B. Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and
C. Describe your previous experience with subcontractor(s).

4.2.1.3 Vendors must describe the methodology, processes and tools utilized for:

A. Selecting and qualifying appropriate subcontractors for the project/contract;

B. Ensuring subcontractor compliance with the overall performance objectives for the project;

C. Ensuring that subcontractor deliverables meet the quality objectives of the project/contract; and

D. Providing proof of payment to any subcontractor(s) used for this project/contract, if requested by the State. Proposal should include a plan by which, at the State’s request, the State will be notified of such payments.
4.2.1.4 Provide the same information for any proposed subcontractors as requested in Section 4.1, Vendor Information.

4.2.1.5 Business references as specified in Section 4.3, Business References must be provided for any proposed subcontractors.

4.2.1.6 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.

4.2.1.7 Vendor must notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in Section 4.2, Subcontractor Information. The vendor must receive agency approval prior to subcontractor commencing work.

4.3 BUSINESS REFERENCES

4.3.1 Vendors should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last three (3) years.

4.3.2 Vendors must provide the following information for every business reference provided by the vendor and/or subcontractor:

The “Company Name” must be the name of the proposing vendor or the vendor’s proposed subcontractor.

<table>
<thead>
<tr>
<th>Reference #:</th>
<th>#1-Regional Transportation Commission of Southern Nevada</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name:</td>
<td>AlliedBarton Security Services</td>
</tr>
</tbody>
</table>

**Identify role company will have for this RFP project (Check appropriate role below):**

<table>
<thead>
<tr>
<th>X</th>
<th>VENDOR</th>
<th>SUBCONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Project Name:** Armed and Unarmed Transit Security Services

**Primary Contact Information**

| Name: | Mr. Jerry Keating, Assistant GM |
| Street Address: | 600 South Grand Central Parkway |
| City, State, Zip | Las Vegas, NV 89106-4512 |
| Phone, including area code: | 702-676-1555 |
| Facsimile, including area code: | 702-676-1799 |
| Email address: | keatingj@rtcsnv.com |

**Alternate Contact Information**

| Name: | Ms. Tamara Williams |
| Street Address: | 600 South Grand Central Parkway |
| City, State, Zip | Las Vegas, NV 89106-4512 |
Phone, including area code: 702-676-1596  
Facsimile, including area code: 702-676-1779  
Email address: williamst@rtcsnv.com

### Project Information

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:</td>
<td>AlliedBarton provides armed and unarmed transit security riding the buses, fare enforcement, securing the administration buildings, and revenue collection. Program includes providing access control; enforcement of access badge policy; parking lot enforcement policies; monitoring of closed circuit cameras; crowd control; and any applicable incident response duties and/or applicable escort duties as required, as well as interior and exterior patrols.</td>
</tr>
<tr>
<td>Original Project/Contract Start Date:</td>
<td>March 2010</td>
</tr>
<tr>
<td>Original Project/Contract End Date:</td>
<td>Ongoing contract.</td>
</tr>
<tr>
<td>Original Project/Contract Value:</td>
<td>4000 hours per week, armed and unarmed service, $3.5 to 4 million annually</td>
</tr>
<tr>
<td>Final Project/Contract Date:</td>
<td>Ongoing contract.</td>
</tr>
<tr>
<td>Was project/contract completed in time originally allotted, and if not, why not?</td>
<td>Yes. Transition to and implementation of AlliedBarton security services in March of 2010 was successful. RTC is a current client of AlliedBarton today.</td>
</tr>
<tr>
<td>Was project/contract completed within or under the original budget/cost proposal, and if not, why not?</td>
<td>Yes. Transition to and implementation of AlliedBarton security services was within or under budget. RTC is a current client of AlliedBarton today.</td>
</tr>
</tbody>
</table>

### Reference #:

#2-City of Las Vegas

### Company Name:

AlliedBarton Security Services

**Identify role company will have for this RFP project (Check appropriate role below):**

<table>
<thead>
<tr>
<th>X</th>
<th>VENDOR</th>
<th>SUBCONTRACTOR</th>
</tr>
</thead>
</table>

### Project Name:

Unarmed Security Officer Services

### Primary Contact Information

<table>
<thead>
<tr>
<th>Name:</th>
<th>Captain Michael Brown, City Marshall’s Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>416 N. 7th Street</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Las Vegas, Nevada 89101</td>
</tr>
<tr>
<td>Phone, including area code:</td>
<td>702-229-1820</td>
</tr>
</tbody>
</table>
## Alternate Contact Information

<table>
<thead>
<tr>
<th>Name:</th>
<th>Lt. Scott Barney</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>416 N. 7th Street</td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td>Las Vegas, Nevada 89101</td>
</tr>
<tr>
<td>Phone, including area code:</td>
<td>702-218-5057</td>
</tr>
<tr>
<td>Facsimile, including area code:</td>
<td>702-384-4854</td>
</tr>
<tr>
<td>Email address:</td>
<td><a href="mailto:sbarney@lasvegasnevada.gov">sbarney@lasvegasnevada.gov</a></td>
</tr>
</tbody>
</table>

## Project Information

**Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:**

Since January, 2010, AlliedBarton has provided security officers to fill the following posts:

- **Fire Station #1:** 56 hpw - exterior parking lot patrol for fire station.
- **5th Street School:** 56 hpw – making sure building is secured and that homeless people are moved on their way.
- **Water Pollution Control Facility (WPCF):** 168 hpw - Perimeter patrol, buildings locked, checking for leaks.
- **The Atrium:** 168 hpw - COLV offices - building patrol 24/7, interior & exterior, video monitoring.
- **City Council Meetings (2x/mo) & Planning Commission Meetings (2x/mo):** assisting City Marshalls with access control and crowd control.

<table>
<thead>
<tr>
<th>Original Project/Contract Start Date:</th>
<th>January 2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Project/Contract End Date:</td>
<td>Ongoing contract</td>
</tr>
<tr>
<td>Original Project/Contract Value:</td>
<td>575 hours per week of security services, $425,000 annually</td>
</tr>
<tr>
<td>Final Project/Contract Date:</td>
<td>Ongoing contract</td>
</tr>
<tr>
<td>Was project/contract completed in time originally allotted, and if not, why not?</td>
<td>Yes. Transition to and implementation of AlliedBarton Security Services in June of 2010 was successful. City of Las Vegas is a current client of AlliedBarton today.</td>
</tr>
<tr>
<td>Was project/contract completed within or under the original budget/cost proposal, and if not, why not?</td>
<td>Yes. Transition to and implementation of AlliedBarton security officer services was within or under budget. City of Las Vegas is a current client of AlliedBarton today.</td>
</tr>
<tr>
<td>Reference #:</td>
<td>#3-Clark County Library District</td>
</tr>
<tr>
<td>---------------</td>
<td>--------------------------------</td>
</tr>
<tr>
<td>Company Name:</td>
<td>AlliedBarton Security Services</td>
</tr>
</tbody>
</table>

**Identify role company will have for this RFP project**
*(Check appropriate role below):*

<table>
<thead>
<tr>
<th></th>
<th>VENDOR</th>
<th>SUBCONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name:</td>
<td>Armed and Unarmed Security Officer Services</td>
<td></td>
</tr>
</tbody>
</table>

**Primary Contact Information**

| Name: | Mr. Steven Rice, General Services Director |
| Street Address: | 7060 Windmill Lane |
| City, State, Zip | Las Vegas, NV 89113 |
| Phone, including area code: | 702-507-3750 |
| Facsimile, including area code: | 702-507-6210 |
| Email address: | rices@lvccld.org |

**Alternate Contact Information**

| Name: | Mr. Larry Thompson |
| Street Address: | 7060 Windmill Lane |
| City, State, Zip | Las Vegas, NV 89113 |
| Phone, including area code: | 702-507-6199 |
| Facsimile, including area code: | 702-507-6210 |
| Email address: | thompsonL@lvccld.org |

**Project Information**

| Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable: | Armed and unarmed security providing access control; parking lot enforcement policies; monitoring of closed circuit cameras; crowd control; and any applicable incident response duties and/or applicable escort duties as required, as well as interior and exterior patrols. |
| Original Project/Contract Start Date: | March 2009 |
| Original Project/Contract End Date: | Ongoing contract |
| Original Project/Contract Value: | 1200 hours per week of armed and unarmed security officer services, $1,050,000 annually |
| Final Project/Contract Date: | Ongoing contract |
| Was project/contract completed in time originally allotted, and if not, why not? | Yes. Transition to and implementation of AlliedBarton Security Services in March of 2009 was successful. Clark County Library District is a current client of AlliedBarton today. |
| Was project/contract completed within or under the original budget/ | Yes. Transition to and implementation of AlliedBarton security officer |
cost proposal, and if not, why not? services was within or under budget. Clark County Library District is a current client of Allied Barton today.

<table>
<thead>
<tr>
<th>Reference #:</th>
<th>#4-San Bernardino County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name:</td>
<td>Allied Barton Security Services</td>
</tr>
</tbody>
</table>

Identify role company will have for this RFP project (Check appropriate role below):

<table>
<thead>
<tr>
<th>X</th>
<th>VENDOR</th>
<th>SUBCONTRACTOR</th>
</tr>
</thead>
</table>

Project Name: **Armed and Unarmed Security Officer Services for San Bernardino County, Ca.**

**Primary Contact Information**

Name: Randy Frazier  
Street Address: 150 South Lena Road  
City, State, Zip: Bernardino County, Ca. 92415  
Phone, including area code: 909-387-2462  
Facsimile, including area code: 909-387-2900  
Email address: rfrazier@hss.sbcounty.gov

**Alternate Contact Information**

Name: Deputy Tracy Klinkhart  
Street Address: 655 E. Third Street  
City, State, Zip: Bernardino County, Ca. 92415  
Phone, including area code: 909-387-3010  
Facsimile, including area code: 909-387-2700  
Email address: tklinkhart@sbcasd.org

**Project Information**

Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable: 

Allied Barton provides armed and unarmed security at 72 sites throughout the county of San Bernardino, Ca. Program includes providing access control; vehicle patrol, bike patrol and golf cart patrol; enforcement of access badge policy; parking lot enforcement policies; monitoring of closed circuit cameras; crowd control; weapons screening and any applicable incident response duties and/or applicable escort duties as required, as well as interior and exterior patrols.

Original Project/Contract Start Date: January, 2009  
Original Project/Contract End Date: Ongoing  
Original Project/Contract Value: $5 million annually  
Final Project/Contract Date: 4 years
Was project/contract completed in time originally allotted, and if not, why not?  
Yes. Transition to and implementation of AlliedBarton Security Services in January of 2009 was successful. San Bernardino County is a current client of AlliedBarton today.

Was project/contract completed within or under the original budget/cost proposal, and if not, why not?  
Yes. Transition to and implementation of AlliedBarton Security Services in March of 2009 was completed within or under budget. San Bernardino County is a current client of AlliedBarton today.

4.3.3 Vendors must also submit Attachment F, Reference Questionnaire to the business references that are identified in Section 4.3.2.

AlliedBarton submitted Attachment F, Reference Questionnaire to the business references listed above in Section 4.3.2.

4.3.4 The company identified as the business references must submit the Reference Questionnaire directly to the Purchasing Division.

All business references were directed to submit the Reference Questionnaire directly to the State of Nevada Purchasing Division.

4.3.5 It is the vendor’s responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in Section 8, RFP Timeline for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor’s score in the evaluation process.

AlliedBarton has directed our clients to ensure that completed forms are received by the Purchasing Division before the specified deadline, understanding that Reference Questionnaires not received, or not complete, may affect evaluation process scoring.

4.3.6 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

We invite the State to contact and verify any and all references with regard to quality and the degree of satisfaction for our performance.

4.4 VENDOR STAFF RESUMES
A resume must be completed for each proposed individual on the State format provided in Attachment G, for key personnel to be responsible for performance of any contract resulting from this RFP.

We have provided a resume on the following pages for each proposed individual/key personnel to be responsible for performance of any contract resulting from this RFP.
PROPOSED STAFF RESUME

A resume must be completed for all proposed contractor staff and proposed subcontractor staff.

| COMPANY NAME: | AlliedBarton Security Services, LLC |

- **Contractor**
  - **Name:** Kathy Bolz
  - **Classification:** Vice President Operations
  - **Brief Summary of Experience:** Oversee operations in Southern California, Nevada and Arizona. Oversee the Human Resources and Training Divisions. Qualified Manager, PILB
  - **# of Years with Firm:** 16

### RELEVANT PROFESSIONAL EXPERIENCE

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Client Name</th>
<th>Client Contact Name</th>
<th>Client Address, Phone Number, Email</th>
<th>Role in Contract/Project</th>
<th>Details and Duration of Contract/Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>AlliedBarton Security Services</td>
<td>1515 E. Tropicana Ave., Suite 680</td>
<td>Las Vegas, NV. 89119</td>
<td>(702) 795-3317</td>
<td>Responsible for financial and operations for three districts, in the Southwest Region. Also has responsibility for Human Resources and Training.</td>
<td>1996 to Present</td>
</tr>
<tr>
<td>Wells Fargo Guard Services</td>
<td>District Manager</td>
<td>No longer in business, merged with Burns and then Securitas.</td>
<td>Phone? - NA</td>
<td>Full financial and operational responsibility for approximately 30k hours per week.</td>
<td>1978 to 1996</td>
</tr>
</tbody>
</table>

### EDUCATION
<table>
<thead>
<tr>
<th>Institution Name:</th>
<th>Elgin Community College</th>
</tr>
</thead>
<tbody>
<tr>
<td>City:</td>
<td>Elgin</td>
</tr>
<tr>
<td>State:</td>
<td>Illinois</td>
</tr>
<tr>
<td>Degree/Achievement:</td>
<td>Human Resources</td>
</tr>
<tr>
<td>Certifications:</td>
<td></td>
</tr>
</tbody>
</table>

**REFERENCES**

Minimum of three (3) required, including name, title, organization, phone number, fax number and email address

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Organization</th>
<th>Phone Number</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dennis Urban</td>
<td>Sec. Manager</td>
<td>Medco Health</td>
<td>610-436-8641</td>
<td><a href="mailto:Dennis.urban@medcohealth.com">Dennis.urban@medcohealth.com</a></td>
</tr>
<tr>
<td>Jeff Todd</td>
<td>Security Director</td>
<td>CDW</td>
<td>847-419-6474</td>
<td><a href="mailto:jefftod@cdw.com">jefftod@cdw.com</a></td>
</tr>
<tr>
<td>Sandy Seda</td>
<td>Assist Chief</td>
<td>UNLV</td>
<td>702-210-0974</td>
<td><a href="mailto:Sandy.seda@unlv.edu">Sandy.seda@unlv.edu</a></td>
</tr>
</tbody>
</table>
# PROPOSED STAFF RESUME

A resume must be completed for all proposed contractor staff and proposed subcontractor staff.

<table>
<thead>
<tr>
<th>COMPANY NAME:</th>
<th>AlliedBarton Security Services, LLC</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Subcontractor</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Adam Crandall</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Classification:</th>
<th>District Manager</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th># of Years in Classification:</th>
<th>3</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Brief Summary: of Experience:</th>
<th>Overseeing and directing all operations, financial and administrative functions in the State of Nevada.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th># of Years with Firm:</th>
<th>5</th>
</tr>
</thead>
</table>

## RELEVANT PROFESSIONAL EXPERIENCE

### Required Information:

**2007 to Present:**

- **Vendor Name:** AlliedBarton Security Services
- **Client Name:** 1515 E. Tropicana Ave., Suite 680
- **Client Contact Name:** Las Vegas, NV. 89119
- **Client Address, Phone Number, Email:** (702) 795-3317
- **Role in Contract/Project:** Responsible for overseeing and directing all operational, financial and administrative functions for an assigned district.

### Required Information:

**2000 to 2007:**

- **Vendor Name:** Valor Security Services
- **Client Name:** 200 N. Cobb Parkway, Suite 128
- **Client Contact Name:** Marietta GA. 30062
- **Client Address, Phone Number, Email:** (770) 218-6000
- **Role in Contract/Project:** Responsible for overseeing all security operational, administrative functions for an assigned shopping center.

- **Details and Duration of Contract/Project:**
  - 2007 to Present
  - 2000 to 2007
Required Information:

**MMYYYY to MMYYYY:**

Vendor Name:
Client Name:
Client Contact Name:
Client Address, Phone Number, Email:
Role in Contract/Project:
Details and Duration of Contract/Project:

<table>
<thead>
<tr>
<th>EDUCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Institution Name:</td>
</tr>
<tr>
<td>City:</td>
</tr>
<tr>
<td>State:</td>
</tr>
<tr>
<td>Degree/Achievement:</td>
</tr>
<tr>
<td>Certifications:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REFERENCES</th>
</tr>
</thead>
<tbody>
<tr>
<td>James Walsh, General Manager / VP Prizm Asset Management</td>
</tr>
<tr>
<td>(570) 343-3400 Fax (570) 941-8623</td>
</tr>
<tr>
<td><a href="mailto:jwalsh@boscovs.com">jwalsh@boscovs.com</a></td>
</tr>
<tr>
<td>Chris Phillips, Director of Corporate Operations</td>
</tr>
<tr>
<td>Northwest Protective Service, Inc.</td>
</tr>
<tr>
<td>(206) 448-4040 Fax (206) 448-2461</td>
</tr>
<tr>
<td><a href="mailto:Chris.Phillips@nwprotective.com">Chris.Phillips@nwprotective.com</a></td>
</tr>
<tr>
<td>Dennis Tyson, Community Manager RMI Management, LLC</td>
</tr>
<tr>
<td>(702) 215-8148 Fax (702) 255-4756</td>
</tr>
<tr>
<td><a href="mailto:dtyson@rmillc.com">dtyson@rmillc.com</a></td>
</tr>
</tbody>
</table>
# PROPOSED STAFF RESUME

A resume must be completed for all proposed contractor staff and proposed subcontractor staff.

<table>
<thead>
<tr>
<th>COMPANY NAME:</th>
<th>AlliedBarton Security Services, LLC</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Subcontractor</th>
<th>□ Key Personnel</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Tony Bersano</th>
</tr>
</thead>
</table>

| Classification: | Operations Manager | # of Years in Classification: | 2 |
|-----------------|--------------------|-----------------------------|

<table>
<thead>
<tr>
<th>Brief Summary: of Experience:</th>
<th>Overseeing and directing all operations for multiple Clients in and around the Las Vegas Valley</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th># of Years with Firm:</th>
<th>5</th>
</tr>
</thead>
</table>

## RELEVANT PROFESSIONAL EXPERIENCE

### Required Information:

<table>
<thead>
<tr>
<th>MMYYYY to Present:</th>
<th>2007 to Present</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>AlliedBarton Security Services</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Client Name:</th>
<th>1515 E. Tropicana Ave., Suite 680</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Client Contact Name:</th>
<th>Las Vegas, NV. 89119</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Client Address, Phone Number, Email:</th>
<th>(702) 795-3317</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Role in Contract/Project:</th>
<th>Overseeing and directing all operations for multiple Clients in and around the Las Vegas Valley</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Details and Duration of Contract/Project:</th>
<th></th>
</tr>
</thead>
</table>

### Required Information:

<table>
<thead>
<tr>
<th>MMYYYY to MMYYYY:</th>
<th>2004 to 2007</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>Spirit Mountain Casino</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Client Name:</th>
<th>27100 SW Salmon River Hwy</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Client Contact Name:</th>
<th>Phone: 503-879-2350</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Client Address, Phone Number, Email:</th>
<th>Responsible for overseeing all security operational, issues for Casino and ensured Gaming Commission Compliance.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Role in Contract/Project:</th>
<th></th>
</tr>
</thead>
</table>

| Details and Duration of Contract/Project: | |
**Required Information:**

<table>
<thead>
<tr>
<th><strong>MMYYYY to MMYYYY:</strong></th>
<th>1999-2004</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor Name:</strong></td>
<td>Ballys Paris Casino Resort</td>
</tr>
<tr>
<td><strong>Client Name:</strong></td>
<td>Fire Life Safety, Safety Manager</td>
</tr>
<tr>
<td><strong>Client Contact Name:</strong></td>
<td>3655 Las Vegas Blvd S</td>
</tr>
<tr>
<td><strong>Client Address, Phone Number, Email:</strong></td>
<td>Las Vegas NV 89119 702 732-4481</td>
</tr>
<tr>
<td><strong>Role in Contract/Project:</strong></td>
<td>Responsible for Security Surveillance rooms, Dispatch rooms and Fire and Life Safety systems. Safety Manager for OHSA issues.</td>
</tr>
</tbody>
</table>

**EDUCATION**

<table>
<thead>
<tr>
<th><strong>Institution Name:</strong></th>
<th>Longmont High School</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>City:</strong></td>
<td>Longmont</td>
</tr>
<tr>
<td><strong>State:</strong></td>
<td>Colorado</td>
</tr>
<tr>
<td><strong>Degree/Achievement:</strong></td>
<td>Diploma</td>
</tr>
<tr>
<td><strong>Certifications:</strong></td>
<td></td>
</tr>
</tbody>
</table>

**REFERENCES**

Minimum of three (3) required, including name, title, organization, phone number, fax number and email address

<table>
<thead>
<tr>
<th><strong>Name</strong></th>
<th><strong>Organization</strong></th>
<th><strong>Phone</strong></th>
<th><strong>Email</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Richard Lofstrom</td>
<td>Southern Nevada Water Authority</td>
<td>702-567-2331</td>
<td><a href="mailto:richard.lofstrom@lvvwd.com">richard.lofstrom@lvvwd.com</a></td>
</tr>
<tr>
<td>John Campo</td>
<td>Southern Hills Hospital</td>
<td>702-880-2185</td>
<td><a href="mailto:John.Campo@HCAhealthcare.com">John.Campo@HCAhealthcare.com</a></td>
</tr>
<tr>
<td>Darcy Waterhouse, Community Manager</td>
<td>RMI Management, LLC</td>
<td>702-940-7106</td>
<td><a href="mailto:dwaterhouse@rmillc.com">dwaterhouse@rmillc.com</a></td>
</tr>
</tbody>
</table>
PROPOSED STAFF RESUME

A resume must be completed for all proposed contractor staff and proposed subcontractor staff.

| COMPANY NAME: | AlliedBarton Security Services, LLC |

| Contractor | Subcontractor |

| Name: | William J. Durr III |
| Classification: | Site Supervisor |
| # of Years in Classification: | 2 |

| Brief Summary: of Experience: | Oversee the security operations at a national account and the supervision of six officers along with scheduling, payroll and maintaining reports. |

| # of Years with Firm: | 2 |

### RELEVANT PROFESSIONAL EXPERIENCE

| Required Information: | 10/16/2010 to Present |
| MMYYYY to Present: | AlliedBarton Security Services |
| Vendor Name: | 1515 E. Tropicana Ave., Suite 680 |
| Client Name: | Las Vegas, NV. 89119 |
| Client Contact Name: | (702) 795-3317 |
| Client Address, Phone Number, Email: | Supervise 6 officers, conduct scheduling and payroll. On site liaison to the client. Write and maintain reports and other records. |
| Role in Contract/Project: | |
| Details and Duration of Contract/Project: | |

| Required Information: | 02/2009 to 05/2010 |
| MMYYYY to MMYYYY: | Carson City Sheriff’s Office |
| Vendor Name: | Reserve Deputy Sheriff |
| Client Name: | 911 East Musser St. |
| Client Contact Name: | Carson City, NV 89701 |
| Client Address, Phone Number, Email: | Assist Patrol Deputies, Assist Jail Deputies, Transport prisoners, Respond to calls for service, Write reports and maintain records |
| Role in Contract/Project: | |
| Details and Duration of Contract/Project: | |
**Required Information:**

| **Vendor Name:** | Diplomatic Protective Services |
| **MMYYYY to MMYYYY:** | 09/2006 to 01/2010 |
| **Client Name:** | Out of Business |
| **Client Contact Name:** | CEO |
| **Client Address, Phone Number, Email:** | Day to day operations of the company, Sales, Client relations, Field work, Write reports and maintain records |
| **Role in Contract/Project:** | |
| **Details and Duration of Contract/Project:** | |

**EDUCATION**

| **Institution Name:** | College of San Mateo |
| **City:** | San Mateo, |
| **State:** | CA |
| **Degree/Achievement:** | Criminal Justice, POST Certificate |
| **Certifications:** | |

**REFERENCES**

| Bill Howe | Retired Fire Fighter |
| 775-813-6408 | bbporsh@aol.com |
| Jason Olson | Security Professional |
| AlliedBarton Security Services | 775-342-9684 |
| Ryu893@sbcglobal.net | |
| Ken Berg | 541-601-6308 |
| Defunct50@yahoo.com | |

Minimum of three (3) required, including name, title, organization, phone number, fax number and email address