Purchase			Marshall U Office of Pu		Purchase Order #						
Order	Order MARSHALL UNIVERSITY Direct all inquires rega				arshall Drive 25755-4100			MU19EVENTPER			
TO:		Direct all inqui	res reg	arding this order to Ship to:	Ship to: THIS ORDER IS SUBJECT TO						
	:- C	<u> </u>						SENERAL TE	ERMS AND SET FORTH		
Andy Frain Services, Inc. 761 Shoreline Drive							HERE	IN			
Aurora, IL 60504				Room #			WVFII	MS Account a	#:		
FEIN: 36-4	4226069	PH: 630-820-3	820								
P.O. Date	FY			Ship Via	F.O.B	Teri	ms	Co	ontract #		
6/27/2018	2019	AD						MU19EVE	ENTPER		
			CON.	TRACT ACC	EPTANCE						
		On behalf of the Go	verning	g Board, MARSHA	LL UNIVERSITY						
		hereby accepts the o	uotatio	Andy Frain	n Services, Inc.		_				
		Event Personne	and	Security Service	es.		_				
		signed by Laura	Grund								
		Title Executive V	ice Pı	resident							
		on 5/24/2018									
		-									
		Approved as t		this day o Virginia Attorney							
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		Ву:		N/A_ Chief Counsel		_					
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		with four (4) opt	onal a	annual renewals	S.						
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Purchasing Continuation Page

BOG 36 Page # P.O. #
2 MU19EVENTPER

Organization Name

Marshall University

Vendor: Andy Frain Services Inc.

v endor:	Andy Frain	Services ir	ic.				
Item #	Quantity	Unit	De	escription		Unit Price	Amount
			Vendor to provide Personnel and Secu				
			Pricing	5			
			Event Manager	\$24.84 Pe	r Hour		
			Supervisor	\$20.70 Pe	r Hour		
			Security Guard	\$17.59 Pe	r Hour		
			Usher	\$17.59 Pe	r Hour		
			Parking Guard	\$17.59 Pe	r Hour		
			Ticket Taker	\$17.59 Pe	r Hour		
			Oher	\$26.38 O	Γ Rate Per Hour		
							IV.

LIFE OF CONTRACT PAGE

LIFE OF CONTRACT: This contract becomes effective on July 1, 2018 and extends for a period of **one (1) year** or until such reasonable time thereafter as is necessary to obtain a new contract. Such "reasonable time" shall not exceed twelve (12) months upon expiration of one (1) year from the effective date of this contract by giving the Director of Purchasing thirty (30) days written notice.

RENEWAL: This contract may be renewed upon mutual written consent, submitted to the Director of Purchasing thirty (30) days prior to the date of expiration. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to four (4) successive one (1) year periods.

CANCELLATION: The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

OPEN MARKET CLAUSE: The Director of Purchasing may authorize a spending unit to purchase in the open market, without the filing of a requisition or cost estimate, items specified on this contract for immediate delivery in emergencies due to unforeseen causes (including but not limited to delays in transportation or an unanticipated increase in the volume of work).

TIME: Time consumed in delivery or performance is of the essence.

ORDERING PROCEDURE: Departments shall submit a requisition for commodities covered by this contract to the Purchasing office. Purchasing will then issue a purchase order to the vendor as authorization for shipment. If the vendor accepts credit cards, purchases may also be made using the P-card up to the established transaction limit for the department.

FUNDING PARAGRAPH: Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for these services, this contract becomes of no effect and is null and void after June 30.

INTEREST: Should this contract include a provision for interest on late payments, the agency agrees to pay the maximum legal rate under West Virginia Law. All other references to interest charges are deleted.

CONTRACT PRICING: Unless otherwise allowed by the Director of Purchasing, price increases will be approved only at the beginning of each renewal period. All adjustments will be made in dollars, not per cent. Requests for price increases must be received in writing by the Director at least thirty **(30)** days in advance of the effective date. Vendors may add products throughout the term of this contract when it is in the best interest of the University. The Director at Marshall University will determine which products will be added. Price decreases will be "passed through" to Marshall University.

MU19EVENTPER TOC EXHIBIT Contents are appended by reference

Bid #MU19 EVENTPER

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VIII. SCOPE OF SERVICES TO BE PROVIDED

A. Services Synopsis

The services of the Successful Vendor shall include, but are not be limited to the following: providing uniformed event personnel to assist in crowd directions/ crowd control, ticket taking, ushers, bag checkers, escorts, magnetometer operators (if needed), parking/traffic control, event security, and to make reasonable effort to protect property against theft, illegal entry of person and/or contraband, damage and destruction by spectators, and other intentional acts of violence for events at and near the Marshall University.

B. Supervision Synopsis

Occasional or limited services may be required for surrounding areas to the facilities. The Successful Vendor will also provide supervisors and event managers who are responsible for the supervision of all personnel provided by Successful Vendor.

C. Convictions

Vender's employees are not eligible for Marshall University work if an employee has been convicted of, has charges currently pending, or has been granted diversion by any court, for any of the following: (1) any felony offense; (2) any crime involving force or moral turpitude; (3) any offense involving dishonesty or false statements; or (4) any crime involving a controlled substance.

D Licenses

The Successful Vendor must have necessary licenses as required by the Federal, State, County, and City governments.

E. Space/ Equipment

An office suite to work can be provided for an on-site manager, based on a monthly rental. The rental price is in any manner. Marshall University reserves the right to waive minor irregularities in proposals, if such action is in the best interest of Marshall University.

- Marshall University will review each proposal in its entirety. All aspects of the proposal will be considered with special attention being given to criteria deemed to be in Marshall University's best interest, including, but not limited to financial costs to Marshall University, experience of vendor and service capabilities
- 4. All references will be checked.
- 5. The Evaluation Committee will complete and forward the technical scoring to the Office of Purchasing.
- 6. Cost will be opened after the technical scoring is completed

B. Point Assignment

Vendor Experience & Qualifications	Tab 3-4	20%
Business Plan	Tab 2	15%
Training	Tab 2	20%
Assigned Personnel	Tab 3	15%
Total Technical		70%
Cost	Under Separate Cover	30%
Total Technical and Cost		100%

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D. Licenses

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E. Space/ Equipment

An office suite to work can be provided for an on-site manager, based on a monthly rental. The rental price is determined by the currently Marshall University rental rate based on square footage. Phone lines and internet are available at prevailing rates. The Successful Vendor will provide all additional equipment and/ or furnishings.

Office equipment, office supplies, office furnishings and email addresses are not provided by Marshall University.

MU strongly encourages a full-time office (space rentable) at location within Marshall University. (Office equipment, phone lines, internet access and supplies are the responsibility of the Successful Vendor).

F. Employee Screening Process

Each employee's qualifications (age, training, background check, etc.) must be verified with proper documentation. All documentation and necessary training are required before employee or agent is eligible to work at/ for the Marshall University. Documentation must be provided when requested, on a case-by-case basis, within four (4) business days of request. The screening application must include:

The Successful Vendor must comply with the minimum process for hiring staff assigned to work Marshall University events as described.

Personal reference - minimum of three (3) people who are not related to subject.

Pre-employment drug screening. (Random drug screening program in place).

Five (5) year work history.

Educational history.

Specialized skill history/ experience.

Identification of prior employment with Marshall University or any of the service providers to Marshall University.

Complete criminal background check - required for all employees and agents

Prior employment discharge

G. Training

All training is at the expense of the Successful Vendor unless specific training is requested by Marshall University in areas not covered in this RFP. The Successful Vendor shall participate in the development and implementation of all training programs at no cost to Marshall University.

1. Initial classroom training must Include audio/visual training:

**Note - Initial training program as well as supporting verification of training shall be available for review at MARSHALL UNIVERSITY's discretion.

Fire protection, evacuation procedures and crowd emergencies according to Marshall University emergency procedures.

Guidelines for life Safety (Identifying crowd safety hazards, proper reporting of hazards and maintain safety for guests).

Occupational hazards to maintain safety for employees.

Proper report writing.

Effective crowd management techniques

Customer service skills.

Guest experience program - Marshall University is strongly committed to providing a total guest experience.

Vendor is expected to share in this commitment. Marshall University is developing a guest experience program to focus onguests.

The Vendor's guest experience program will be reviewed by Marshall University to ensure it is consistent with MARSHALL UNIVERSITY's program, and is subject to approval by Marshall University.

Workplace violence training.

- 2. Initial training must include a minimum for two (2) to four (4) hours training on each new assignment with supervisory personnel in attendance.
 - **Note Sample document verifying training and percentage of current employees who have received this training shall be submitted with response.
- 3. On-going training must include:
 - **Note Sample-training material, all training topics and percentage of current personnel receiving this training shall be submitted with response.
 - a) Must provide at least 1 documented training session every six (6) months of on-going training for each staff member that includes all areas noted but not limited to:
 - o Customer service
 - o Guest experience training
 - Crowd management
 - o Magnetometer Operation
 - Life and property protection
 - o General orders
 - o Medical situation procedures
 - o ADA Accessibility
 - Evacuation Procedures
 - Handling disorderly patrons
 - Conducting baggage searches

- o Alcohol policies
- o Marshall University Policy and Procedure changes
- Sexual Harassment Awareness

4. Training resources must include:

A training booklet containing policies, procedures, guidelines and seating charts for facilities at Marshall University. This booklet to be developed in conjunction with Marshall University and is subject to approval by Marshall University.

- 5. Training verification must include:
 - o Documented results of all training in the employee's personnel file.
 - o Include percentage of current employees trained to this standard.

H. Supervision

- Operational instructions and special orders a thorough written review of all operational procedures along with resources employed designed for each individual position. These instructions shall be reviewed and updated continually.
- 2. Must conduct pre-event meetings prior to each event.
- 3. Reporting procedures shall include:
 - o A special unusual incident report shall be filed in the event of uncommon occurrences (must use Marshall University forms).
 - o Post event report.
 - o Operation outline.

4. Supervisory personnel

- a) All supervisory personnel shall be trained in procedures of recruiting, hiring, selection and training of event personnel.
- b) A supervisor, specifically trained in operational procedures, shall be assigned to each event with additional staffing personnel as needed.
- 5. Staffing levels for events:
 - a) On occasion, Marshall University may require short notice scheduling. Specific staffing requirements for each event will be requested by Marshall University Facilities Staff Members, Marshall University Staff Members, or their designee.
 - b) Marshall University Management reserves the right to adjust staffing levels in advance and while planning for event as deemed necessary to accommodate the requirements of the event, additionally, Marshall University Management reserves the right to adjustments in positions during events to ensure proper coverage for events.
 - c) Successful Vendor cannot have a work shift minimum greater that two (2) hours.

I. Employee Structure (Current)

- Event Manager
- Supervisor
- Security Guard
- Usher
- Parking Guard
- Ticket Taker

J. Emergencies

In the event of an emergency, the Successful Vendor will be expected to work with the NIMS framework while providing security assets to Marshall University.

K. Successful Vendor shall be able to provide additional personnel on an emergency basis - within one (1) to two (2) hours- at the same hourly rate quoted in the RFP.

Reporting Procedures

All accidents and incidents shall be reported to the Marshall University Associate Director of Athletics, Marshall University Police Department and the Marshall University Office of Safety immediately and a written report shall be completed and emailed within 24 hours of each event. The Successful Vendor will input any and all incidents arising on event days into a web based event day incident tracking system as they occur on event days. The system will be selected (approved by the Marshall University) and paid for by successful vendor.

L. Client Contact

Successful Vendor

shall:

- 1. Have bi-weekly meetings with Marshall University contract administrator to review operation and make recommendations for improved services.
- 2. Must be available for event pre-conferences, as well as Marshall University staff and game operations meetings, as necessary that require event-staffing services.
- Work directly with and take direction from appropriate Marshall University staff to ensure that all
 client needs and requests are met as they are requested in a timely manner. The employees and
 agents of the Successful Vendor must be under the direction of an approved group leader while on
 post.

Provide document for outlining staff requirements for event and associated call times for each position

4. with the approval of Marshall University, contract administrator in accordance with Marshall University policies and guidelines.

Marshall University has the right to audit the event security operations at any point. A right to audit

5. Specifies the company's responsibilities for maintaining reasonable accounting records and MARSHALL UNIVERSITY'S access to those records for review.

M. Resources Required

The Successful Vendor shall furnish at its expense, all labor, taxes, FICA, Worker's Compensation, uniforms.

 unemployment insurance, supplies, two-way radios, transportation (including fuel surcharge, if applicable), insurance, and other expenses necessary to fully perform any phase of the requirements of this RFP.

Two-way radio communications for staff, to include, but not limited to, event manager, supervisors,

2. Security guards, parking guards, ushers, and ticket takers. A two-way radio on the same network as Marshall University, so on-duty event staffing on-site managers and event security dispatch/command may communicate with Marshall University management as necessary (minimum of 2). Successful Vendor will designate an on-site manager to correct any problems with performance or with equipment. The on-site manager will be radio equipped to communicate with other Successful Vendor employees and agents, and well as Marshall University staff, and the Associate Director of Athletics (or his/her designee). Two-way radio communication devices are at no cost to Marshall University.

Appropriate uniforms based upon Marshall University specifications and approval, such as jackets, vest, polo shirts, hats and rain gear with logos. Uniforms shall be provided at no cost to the employee and no

cost to Marshall University. Uniform colors must be approved by Marshall University; uniform colors

cannot be yellow/ gold and navy blue. Marshall University management must approve uniforms in advance. If MARSHALL UNIVERSITY selects to have Marshall University specific logo's on uniforms, Marshall University shall reimburse the Successful Vendor for the cost of adding the logo. Certain management supplies will be deemed a part of

The employee's uniform and are to include, but are not limited:

- Flashlight
- Pen
- Notepad / clipboard
- Two way radio communication
- 3. A picture identification card or name tag will be considered part of the employee's uniform and must be visible at all times while working for hours billable to Marshall University.
- 4. Workers shall not depart the property or their assigned position until a competent, authorized representative of Successful Vendor is present and/or their supervisor dismisses the individual. ALL WORKERS MUST CHECK INAND OUT THROUGHTHE USE OF A PHOTO AND/OR ELECTRONIC SCAN SYSTEM or punch clock system provided by the successful vendor that has been approved for use by Marshall University. The Successful Vendor must provide a process to check in/out employees to be approved in advanced by Marshall University which may include a manual sign in process at an employee entrance that is operated by Marshall University. Employees must provide a government issued ID when checking in at employee entrances. For staffing calls of over fifty (SO) event security personnel, provided by the Vendor, the Vendor shall have a supervisor present at employee check in/ check out location for duration of time such entrance is in operation at the sole cost of the Vendor
- 5. Employee handbook relating to policies and practices, with Marshall University review and approval. Provide a sample with the response.
- 6. Event security support personnel will not carry weapons of any type regardless of the situation at any time during the term of the contract with the Vendor.

BId #MU19 EVENTPER

Tab 2 – Business Plan for Marshall University

Operational Preparation

Andy Frain Services takes great pride in preparing our staff for the many elements involved in achieving "Operational and Situational Readiness" for special events. We work hard to understand how the multitude of planning, training and exercising elements fit together and how our management team will interface with our partners. Planning for modified operations, which a special event may require, is built on a foundation of good *normal* operations or "standard operating procedure" (SOP) as many risks, threats and issues can be mitigated through improved SOP's.

While sound tactical emergency planning is important, understanding how MU will manage the operational decision-making and communication is equally important to ensure our team understands our role in the overall readiness of the crossings and the requisite staff. Managing a special event and security process for a special event involves tactical procedures that we train our staff on. Assessing all of the problems that weather, police and fire activity, etc. can create for the organization, and developing best case versus worst case scenarios, is the strategic planning that we find necessary. Local law enforcement and stadium operational entities will typically assist in the tactical, but periodically we find we are not prepared to manage the "strategic" process with a third party entity — a promoter new to the area, a charitable organization which doesn't have the operational expertise, etc. Therefore including an overarching incident and crisis management plan for a special event, training and exercising is equally as important.

Physical Security Assessment

Assessing the issues and vulnerabilities related to the physical site

Operational Risk Assessment

Identifies true Operational Risks and ranks by probability and impact. Identifies responsibilities, signals and mitigation strategies

Continuity Planning: Continuity Planning:

risks and Continuity plans for loss of people, property, revenue

Emergency Operations Plan:

Specific tactical procedures for specific risks i.e. Evacuation, Bomb Threat etc

Incident and Crisis Management Plan

Integrated Prevention, Assessment, Management and Recovery methodology to ensure all stakeholders, entities and departments are working and communicating together.

Training and Exercising

Training via tabletops or real-time simulations to ensure plans are practiced and understood instills confidence among those to be relied upon and also provides validation of planning.

OPERATIONAL READINESS ACHIEVED





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We understand that some, if not all, of the elements identified in the diagram above have been developed for MU. As a functional operational, administrative and transition plan we will incorporate:

- > Gap Analysis on existing Emergency Response, Security and Incident / Crisis Management Plans through the special event assessment process.
- > ISS 24/7 Incident Tracking software for Andy Frain staff to capture, track and notify the stakeholders as well as Andy Frain Services Field Supervision and any other related agencies of issues / incidents in real-time.
- > Creation of the site-specific post orders covering the scope of work intended for each site which includes, but is not limited to, the escalation procedures and protocol for a significant incident.

Our commitment to training and exercising our people with specific on-site training will greatly assist in ensuring we integrate with existing management and service providers.

The following is a comprehensive overview of the project management plan.

MU On-Site Management Team

Account Manager TBD	Entire operational responsibility for all security guards and potential event and services staff. Coordination with MU Operations, Guest Services Manager, Security and Executive Management. Complete administrative and operational oversight. Attend all requisite partner operational meetings.
Supervisor TBD	Administer all phases of personnel support for MU security and event staff personnel. Duties include, but are not limited to; recruiting, background checks, schedule training and recurrent training, billing and payroll. Provide paraprofessional assistance in training and record keeping.







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Key Personnel

David H. Clayton - President/CEO/Owner

Aurora, Illinois

David Clayton has over 35 years of managerial experience in the aviation, security and crowd management industries. From 1995 to 1998 Mr. Clayton served as Vice President of ServiceMaster Aviation Services. His responsibilities included the overall operations and sales for ServiceMaster's aviation security and passenger service division. This area of business represented 65 million dollars of annualized revenue, with over 1,500 employees. David founded the Aviation Security Contractors Association (ASCA) and was the first aviation contractor to become a voting member of the Aviation Security Advisory Committee (ASAC). He served as Andy Frain's Executive Vice President – Aviation Division from 1986 – 1993 and acquired Andy Frain in September of 1998. David presently has responsibility for operational planning, strategic problem solving, facility and equipment requirements, budget and cost controls, labor relations, sales, leadership development and executive level management. He is the current President / CEO and primary stockholder of Andy Frain Services, Inc.

Laura Grund – Executive Vice President/Owner Aurora, Illinois

Laura Grund has more than 30 years of experience in the contract service, security and customer service industries. She has served as United Airline's Purchasing Agent for security services and as the Director of Administration and Quality Customer Service for ServiceMaster's aviation security and passenger service division. Laura has developed and implemented numerous compliance, customer service improvement and quality assurance programs specific to the security industry. A minority owner, Laura is responsible for Andy Frain's nationwide training and development, management support, quality assurance and compliance programs.

Dane Vontobel – Executive Vice President/Owner

Aurora, Illinois

Dane Vontobel has nearly 25 years of experience in checkpoint security operations, special events and sales management. Dane has developed and implemented security and crowd management plans for major special events such as the U.S. Opens for both golf (USGA) and tennis (USTA) and has extensive experience designing, installing and operating checkpoint security systems. A minority owner, Dane is responsible for Andy Frain's nationwide business development, client retention and customer service initiatives.

Jeffery McClain – Chief Technology Officer Aurora, Illinois

Jeffrey McClain has nearly 20 years of experience as a technology developer and administrator. Jeffrey has successfully integrated numerous software and hardware solutions into Andy Frain's product offering, often authoring software "bridges" between products, and has authored more than 50 web-based applications including Global Service Locator, Field Time Management and Andy Frain's Pocket Guide. He is responsible for the day-to-day technical operations of Andy Frain and manages a team of software developers for Prism eSolutions, a wholly owned subsidiary of Andy Frain, which provides industry specific audit, compliance, document management, incident management, reporting and training applications in the educational, financial, government, healthcare, manufacturing and service sectors.

Dave Beeman, CPP, CIPM II – Vice President, Quality & Support Aurora, Illinois

A Certified Protection Professional (CPP), board certified in security management by the ASIS International and a Certified Institutional Property Manager (CIPM II) by the International Foundation for Cultural Property Protection (IFCPP), Dave Beeman has more than 20 years of corporate and contract security experience including providing services for government facilities, foreign heads of state and private industry. Dave is a member of the Illinois Association of Chiefs of Police (IACP) Public / Private Liaison Committee and former Chairman of the Building Owners and Managers Association of Chicago (BOMA/Chicago) Security Committee and former member of the BOMA/Chicago Emergency Preparedness Committee. Dave possesses a clearance through the U.S. Department of Homeland Security's Private Sector Clearance Program and is active in the Infrastructure Security Awareness (ISA) program. Dave is responsible for the overall standardization, quality and customer satisfaction of Andy Frain's security programs and processes.







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Implementation and Transition

Andy Frain believes that MU will be best served by the implementation of a mutually agreed upon start-up and transition plan. In the absence of a mutually agreed upon start up and transition plan, we are providing the following brief description of a typical start-up and transition plan.

Andy Frain's start-up and transition planning will begin immediately upon contract award to ensure timely and seamless transition of services. We will deploy experienced start up and transition teams to ensure no disruption to MU's operation and minimize the impact on the affected employees. Our experienced transition team will include personnel responsible for the following functions:

- **Contract Management** finalize contract, establish billing/reporting protocols, compliance monitoring and contract Key Performance Indicators (KPI).
- Human Resources transition incumbent employees and recruit/hire new employees as necessary.
- Purchasing/Logistics order and deliver equipment, technology and uniforms.
- Operations conduct site surveys (security and safety), develop security manual and post orders, prepare/distribute schedules, and establish communication protocols.
- **Training** determine training needs (management and security officers), coordinate training resources and deliver training.

Particular emphasis will be made to immerse incumbent personnel into Andy Frain's culture of service through our proprietary First Impressions program.

With MU's approval, the entire transition plan will be entered into equation® ASP and MU will have access to online reports in equation® ASP to monitor the transition process. Our start up and transition will begin a minimum of thirty days prior to the contract start and continue for a minimum of sixty days beyond the contract start to ensure MU's satisfaction with the transition.







BId #MU19 EVENTPER

Marshall University

- A. Personal Interviews
- B. Background Checks
- C. Prepare operating manuals including Post Orders
- D. Classroom training
- E. OJT scheduled
- F. Uniform and equipment
- 5. Human Resources
 - A. Identify and interview key personnel to be retained
 - B. Identify any Facility or Satellite Location's specific personnel or local culture issues
 - C. Schedule interviews for incumbent employees
 - D. Issue wage and Benefit Statement and employee manuals to new hires and retained or transferred employees.
 - E. Schedule interviews for new hires
 - D. Continuous contact with recruiting sources
 - 1. Military personnel
 - 2. State employment agencies
 - 3. Civic organizations
 - 4. Personnel agencies
 - 5. Local colleges (placement offices)
 - 6. Citizen groups
 - 7. Advertising
- 6. Develop liaison with Local Agencies

Phase Two

- 1. Begin Employment Procedures
 - A. Selected incumbent personnel (uniforms/background checks/drug test)
 - B. Schedule and begin selection of employees
 - C. Process selected new employees
- 2. For Operations Start Up
 - A. Program time and schedules relative to Facility and Satellite location requirements
 - B. Establish electronic or manual personnel and training files
 - C. Complete all Facility and Satellite Location's specific Post Orders
 - D. Contact vendors where required
 - E. Work schedules completed & begin assigning slots

Phase Two - review with the Team

Phase Three

- 1. Training
 - A. Supervisor Training (course material available upon request)
 - 1. Day 1 and Day 2
 - A. Screening
 - B. Wanding
 - C. Physical Search
 - D. Tour Requirements
 - E. Sign in requirements
 - F. Site City and County location's overview







Bid #MU19 EVENTPER

Training

Andy Frain uses a proven combination of facilitator led courses, web based instruction and video instruction to ensure that our security officers are trained and capable. The facilitator lead, online and video instruction is a combination of proprietary materials, commercially available materials and materials developed by the United States Department of Homeland Security.

Training typically falls into the following categories:

- **Pre-Employment** Any training required for state licensing.
- Orientation First Impressions the familiarization of a new or transferred employee to Andy Frain and the client location.
- Initial Training/Basic Job Training/On the Job Training (O-J-T) The initial instruction of a new or transferred employee in safe job procedures for the work assigned.
- Ongoing Training Planned training which upgrades knowledge, skills or abilities, resolves problems or is provided for professional development.
- Recurrent/Refresher Training Training necessary to ensure compliance with state regulation or client contract and
 or for professional development.
- Individual Contact/Coaching The unplanned training session conducted by a supervisor with an employee.

Each training session employs a combination of "tell, show, involve."

- **Tell** explain it in words.
- **Show** demonstrate it live or use pictures, video, etc.
- Involve practice it, perform it correctly.

It is not enough for the security officer to simply know the new material or method. They must be able to apply what they know and do it on a consistent basis and adapt to situations as they arise. Therefore, we evaluate the effectiveness of the training from start to finish.

- Pre Test determines knowledge or skills through written exam or performance test.
- Mid Course ensures that knowledge and skills are being understood/applied and, if necessary, adjust.
- Post Test determines improvement of knowledge or skills through written exam or performance test.
- **Comfort Level** determines how confident the security officer is in their new-found knowledge or skills and assists as necessary.







Marshall University Keys to First Impressions

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Andy Frain creates client specific First Impressions programs for our client which incorporate the following keys to providing superior customer service. We have selected slides from multiple client-specific programs which demonstrate this.

Safety – Our security officers are responsible for the safety of all customers and the quality of customer service each customer is treated with. Security, the safeguarding of people and property is an integral part of Safety. Our security officers consistently demonstrate that security and customer service are not mutually exclusive; we can safeguard people and property and still deliver superior customer service.

Service – Each customer that we work with, we have the same goal; to exceed our customers' expectations. To do so, we ensure that all our security officers know their position, their duties and responsibilities, *their property*, their appearance standards and how to interact with guests beyond their expectations. Great security is a by-product of great customer service.

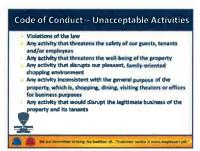
Situation – We understand that our security officers may encounter a diverse array of situations; each situation should be handled appropriately and in accordance with our *customer's established policies* and procedures. To ensure our security officers are properly trained and confident in handling various situations each manager and supervisor will train their security officers for various scenarios and emergency situations.

Solution – To make sure all our security officers are successfully trained our managers and supervisors incorporate *problem solving procedures* and role play into our training. Additionally, we audit our security officers to ensure that they understand their duties and responsibilities and how to do them promptly, correctly, pleasantly and safely.

Sincerity – Security officers are trained to *handle various situations* while maintaining composure, authenticity, and compassion for customers. Security officers will acquire teamwork and communication skills throughout the training process that will help them grow as individuals and as part of the Andy Frain team.

















Bid #MU19 EVENTPER

Ongoing Training

Andy Frain is committed to providing security officers that are trained and capable of providing Athletic Event Personnel and Security Services along with superior customer services. Ongoing training upgrades the security officer's knowledge, skills or abilities or resolves problems. Therefore, we believe it is in the best interest of MU that the ongoing training requirement (topics, frequency, etc.) is mutually agreed upon.

Additionally, Andy Frain has developed a proprietary Employee Performance Index (EPI) to ensure that we are providing trained and capable personnel. The EPI provides a permanent inspection record as affords each supervisor an opportunity to review performance expectations with the employee and, if necessary, make and document corrections on the spot. See more regarding our proprietary EPI on the following pages.

In the absence of mutually agreed upon ongoing training, we are providing the following samples of training available from Andy Frain's Master Training Catalog:

Catalog No.	Title	Туре	Course Description
AFS.GEN.100.9	First Impressions - MU	Classroom	Each training session begins with an overview of the company history, the mission statement and their contribution to the team. Customer service, public relations, company policies and procedures are reviewed as well as an introduction to MU and their role and responsibilities while assigned to MU. Patron service expectations are reviewed along with MU operation, policies and emergency response. Facilitator led PowerPoint presentation and written exam.
AFS.GEN.125	Employee Safety Briefing	Classroom	This course covers Andy Frain's Safety Program to include Company policy and the security officer's responsibilities. The program also includes safety guidelines including fire prevention, fire extinguishers and hazardous materials, basic first aid and emergency fire equipment. Facilitator led PowerPoint presentation and written exam.
AFS.GEN.150	Sexual Harassment Awareness	Classroom	This course teaches what sexual harassment is, who determines sexual harassment and helps the security officer understand the issues surrounding harassment. The program also explains the law, Andy Frain's policy and their responsibilities under Andy Frain's policy. Facilitator led PowerPoint presentation and written exam.
AFS.GEN.250	Cultural Diversity Awareness	Classroom	This course teaches the security officer what cultural diversity is, why cultural diversity is important, how to become culturally competent and their responsibilities under Andy Frain's policy. The program explains general cultural differences and disabilities (physical or emotional) within client's customer and employee base and serves as a preventative measure for discrimination. Facilitator led PowerPoint presentation and written exam.
AFS.GEN.300	Basic Emergency Response	Classroom	This course covers emergency response guidelines for security officers. Topics include active shooter, bomb threat, calling 9-1-1, evacuation, fire, flood and severe weather. Facilitator led PowerPoint Presentation and written exam.







Bid #MU19 EVENTPER

Employee Performance Index (EPI) Overview

To ensure we are providing a trained and capable staff, we implemented our Employee Performance Index (EPI) tool. The Site Supervisor will be responsible for, at minimum, weekly quality and compliance audits of the security officers assigned to MU using equation® ASP and KPI mutually agreed to. The audit results are made available to MU in near real time through the reporting function of the software and will become part of each employee's record.

The EPI tool is very user-friendly. The Supervisor selects the security officer and post assignment on a smart phone or tablet and makes observations regarding the security officer and may also ask questions about the branch. The Supervisor uses the interaction with the security officer as an opportunity to raise the security officer's awareness about their assigned post. In this way, MU and Andy Frain management will have constant and meaningful metrics on the results of our ongoing training and management.

The following EPI is used for our security officers in a shopping center environment.

Sample – EPI Observations

1. The Supervisor ("evaluator") enters the date, job site or facility and the security officer's name.



2. The evaluator then enters the security officer's assigned post, his or her name and then makes observations about the security officer's appearance. Any observation that the evaluator believes "exceeds" the minimum requirement must be explained.

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Assigned Post		
		*
Evaluator		
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Bid #MU19 EVENTPER

Quality Assurance Program

Andy Frain has a long history of providing stellar customer service. This is a direct result of our proprietary Total Quality Management (TQM) program which incorporates Key Performance Indicators (KPI) which are mutually agreed upon with our clients. Andy Frain has successfully used KPI to measure the performance of its employees and its service to its customers. This success is evidenced by our low turnover rate and approximately 97% customer retention rate.

- 1. Plan; establish objectives (customer KPI's) to achieve results. At the onset of our contract, KPI will be established with MU representative(s). Mutually identifying the KPI is the first critical step because the KPI will drive all aspects of our service, from staffing to performance management, going forward. The following documents are typically reviewed as a starting point for developing the KPI:
 - a. Request for Proposal
 - b. Contract Requirements
 - c. Scope of Service
 - d. Security Manual
 - e. Post Orders
- 2. **Do; implement processes and actions necessary to deliver results.** Once the KPI have been established, we will create an operational plan to achieve the desired results. Quality assurance procedures will be implemented to ensure success in recruiting, hiring licensing, training and performance. The security officer evaluation and recognition program is implemented using the KPI to measure the security officer's performance.
- 3. Check; evaluate the processes and results against the objectives. Monthly customer reviews of performance measurements, customer and user surveys, and audits of compliance documentation are all conducted.
 - a. **Employee Evaluations.** As part of the evaluation process, every employee will participate in an annual performance appraisal program. The Account Manager and employee will discuss his/her overall performance and establish goals to help him/her improve and meet the expected levels of performance.
 - b. **Monthly Service Evaluations.** At the convenience of MU representative(s), the Director of Operations will initiate a formal monthly meeting with MU to discuss the Key Performance Indicators (KPI) and any other issues that may arise.
 - i. This monthly meeting will also incorporate a joint review of the Monthly Report (e.g. new hires, status of available persons, etc.).
 - c. Quarterly Service Evaluations. At the convenience of MU representative(s), the Vice President, Operations, will initiate a formal quarterly meeting with MU to discuss the Key Performance Indicators (KPI) and any other issues that may arise. This quarterly meeting will also incorporate a joint review of the following:
 - i. Contract compliance
 - ii. Safety / Security incidents
 - d. **Annual Audits.** Our corporate team will also conduct an annual audit of each business location. This audit is a review of the:
 - i. Key Performance Indicators
 - ii. Employee files
 - iii. Licensing and regulatory compliance
 - iv. Uniform and image standards
- 4. Act; take actions necessary for improvements and ongoing change. Real-time documentation of corrective actions against incidents and/or quality service failures ensures improvements and ongoing change. On-site audits and inspections maintain constant vigilance of performance standards.







Bid #MU19 EVENTPER

Staff Uniform

Uniforms make an important statement. Everyone is impressed when they see a solider at the airport returning home in their tan camouflage uniforms. It represents a commitment to country and commands respect. At Andy Frain, we have worked with our customers to select a style and color of uniform that best represent the image they want to communicate to their customers.

It is our intent, to work with MU to select a grouping of uniforms that will best meet the needs of MU including the incorporation of the general and specialty security services. Seasons of the year will certainly dictate certain type of outer gear which will be included as needed.

Please see below for the examples of uniforms we use at specific locations. As you can see, we use different types of uniforms to signify the difference between staff. Our uniform examples included below are customizable and negotiable with MU to meet the needs on the RFP requirements.



ANDY FRAIN SERVICES

UNIFORM EXAMPLES







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MU-96

AGREEMENT ADDENDUM

Rev. 1/18

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

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

Page 1 of 2







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STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an Individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Ar	ndy Frain Services, Inc.	
Authorized Signature	- Muskerma	Date: _5/24/18
State of <u>Illin</u>	ous	
County of Ken		
Taken, subscribed, a	nd sworn to before me this $\frac{24}{6}$ d	By of May 2018
My Commission expi	res December 06	, 20 <u>20</u>
AFFIX SEAL HERE	OFFICIAL SEAL ROSAURA RIVERA NOTARY PUBLIC - STATE OF ILLINOIS	NOTARY PUBLIC Poseum Them
	My commission expires 12/06/2020	Purchasing Affidavit (Revised 01/19/2010



ANDY FRAIN
SERVICES®

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West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

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

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or "Interested parties" means:

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

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

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

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

Revised October 7, 2017









CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/26/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/26/2018

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