

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AWARD

SOS SECURITY LLC	DATE ISSUED:	05/2/2019
1915 ROUTE 46 EST PARSIPPANY	CURRENT REFERENCE NO:	19-264-R
NJ 07054	CONTRACT TITLE:	SECURITY GUARD SERVICES

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of RIDER AGREEMENT No. 19-264-R including any attachments or amendments thereto.

EFFECTIVE DATE: May 2, 2019
EXPIRES: APRIL 07, 2022
RENEWALS: TWO (2) ADDITIONAL THREE (3) YEAR RENEWALS
COMMODITY CODE(S): 90568,91893
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT No. 19-264-R
EXHIBIT A – SCOPE OF WORK
EXHIBIT B – PRICING

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

<u>VENDOR CONTACT:</u> JOHN FRAZER	<u>VENDOR TEL. NO.:</u>	<u>(703) 348-2527</u>
<u>EMAIL ADDRESS:</u> JJFRAZER@SOSSECURITY.COM		
<u>COUNTY CONTACT:</u> LAURIE BROWN	<u>COUNTY TEL. NO.:</u>	<u>(703) 228-1659</u>
<u>COUNTY CONTACT EMAIL:</u> LBbROWN@ARLINGTONVA.US		

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 19-264-R

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between **SOS Security, LLC** ("Contractor"), a limited liability company with a place of business at 1915 Route 46 East Parsippany, NJ 07054 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (Arlington County, Department of Human Services). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, **Exhibit A** Scope of work, **Exhibit B** "Pricing Schedule", and **Exhibit C** "Terms and Conditions – Contract No. 4400009117- dated April 8, 2019 together with any Award notice, exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by **County of Fairfax Virginia, Department of Procurement & Material Management** and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with the **County of Fairfax, Virginia** and substituting the phrases "County Board of Arlington County" or "Arlington County", as appropriate, for the phrase **County of Fairfax, Virginia** wherever those phrases appear in the Contract Documents. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County, shall be completed no later than April 7, 2022 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if the County of Fairfax, Virginia renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract unit prices for not more than an two (2) additional three year periods from County of Fairfax, Virginia, ("Subsequent Contract Term"). However, if the County of Fairfax, Virginia does not renew their agreement identified in Exhibit A, this agreement shall automatically expire on the date of April 7, 2022 contract expiration date.

3. CONTRACT PRICING

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the pricing schedule **Exhibit B** for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

4. PAYMENT

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor, and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

5. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to provide Unarmed Security Guard services (the work), as set forth in greater detail Exhibit A – Scope of Work.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

6. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

7. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

5. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

6. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

7. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

8. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

9. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

10. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County, and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

11. RELATION TO COUNTY

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrong doing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

12. DISPUTE RESOLUTION

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it, together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

13. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

14. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

15. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

SOS Security, LLC
Attn: John Frazer, Sr. Vice President
1915 Route 46 East
Parsippany, NJ 07054

TO THE COUNTY:

Arlington County, Department of Human Services
Attn: Laura Brown
2100 Washington Blvd
Arlington VA 22204

AND

Contact Information for Arlington County (Legal Authorization):
Office of the Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Attn: Sharon Lewis
Email: slewis1@arlingtonva.us

16. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

17. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts below prior to the start of any Work under this Contract and upon any contract extension.

Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Insurance Guides, and acceptable to the County. The minimum insurance coverage types and amounts shall be:

18. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON

SOS SECURITY LLC,

AUTHORIZED
SIGNATURE: Francine Morris

AUTHORIZED
SIGNATURE: Kenneth M. Fisher

NAME: FRANCINE MORRIS
TITLE: PROCUREMENT OFFICER

NAME: Kenneth M. Fisher
TITLE: President

DATE: 4/25/2019

DATE: 4.24.19



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Date: **APR 08 2019**

SOS Security, LLC
1915 Route 46 East
Parsippany, NJ 07054

Attention: John M. Frazer, Senior Vice President and Director, Mid-Atlantic Region

Reference: RFP2000002607; Security Guard Services

Dear Mr. Frazer:

Acceptance Agreement

Contract Number: 4400009117

This acceptance agreement signifies a contract award for Security Guard Services. The period of the contract shall be Three (3) years from Date of Award with the option to renew for two (2) additional three-year terms.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The Terms and Conditions of RFP2000002607 and all Addenda; and
- 3) Your Technical Proposal dated November 7, 2018 and Revised Cost Proposal dated February 27, 2019;

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued to your firm. Please provide your Insurance Certificate according to Special Provisions paragraph 49 within ten (10) days after receipt of this letter. All questions in regard to this contract shall be directed to the Contract Specialist, Michael Blair at (703) 324-3215 or via e-mail at Michael.blair@fairfaxcounty.gov.

Sincerely,

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone 703-324-3201, **TTY:** 711, **Fax:** 703-324-3228



County of Fairfax, Virginia

NOTICE OF AWARD

Date: APR 08 2019

CONTRACT TITLE: Security Guard Services
CONTRACT NUMBER: 4400009117
CONTRACT TYPE: Requirement Contract (RQ)
RFx NUMBER: RFP2000002607
NIGP CODE: 99046
CONTRACT PERIOD: Three (3) years from Date of Award
RENEWALS: Two (2) Three-Year Options
SUPERSEDES CONTRACT: 4400007497 – Security Guard Services

CONTRACTOR:
SOS Security, LLC
1915 Route 46 East
Parsippany, NJ 07054

SUPPLIER CODE:
1000035355

Contact: John Frazer, Sr. Vice President
Telephone: (703) 348-2527
FAX: (703) 880-7479
Email: jjfrazer@sossecurity.com

TERMS: .5%, 15 days/NET 30

FOB: DESTINATION

PRICES: See Attached

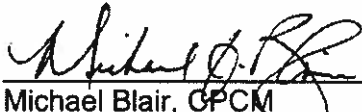
DPMM CONTACT: Michael Blair, CPCM, Contract Specialist Supervisor
Telephone: (703) 324-3215
E-mail: Michael.Blair@fairfaxcounty.gov

ORDERING INSTRUCTIONS:

All Fairfax County Departments must contact the following personnel at the Facilities Management Department (FMD) before ordering:

Robert Sharpe at 703-324-2308 or via email at Robert.sharpe@fairfaxcounty.gov or
Ronald Erb at 703-324-2445 or via email at Ronald.erb@fairfaxcounty.gov.

A shopping cart indicating the item/service required, the quantity, the payment terms and the delivery date. The shopping cart must be annotated with the contract number. Requests exceeding the small purchase threshold (\$10k) will be routed to DPMM and a purchase order will be executed.



Michael Blair, GPCM
Contract Specialist Supervisor

DISTRIBUTION:

DOF – Accounts Payable/e
Facilities Management Dept. – Robert Sharpe/e
Facilities Management Dept. – Michael Lambert/e

Contract Specialist Supervisor – M. Blair
ACS, Team 2
DPMM, Supplier Diversity/e

PRICING SCHEDULE

Position	Regular Rate per Hour	Overtime Rate per Hour
Security Officer I	\$17.79	\$26.69
Security Officer II	\$21.90	\$32.85
Security Officer III	\$22.58	\$33.87
Security Officer IV	\$26.00	\$39.00
Sgt - Unarmed	\$23.03	\$34.55
Lt - Unarmed	\$24.63	\$36.95
Capt - Unarmed	\$26.73	\$40.10
SOC - Lieutenant	\$27.37	\$41.06
SOC - Captain	\$28.74	\$43.11
Sgt-Armed	\$26.69	\$40.04
Lt-Armed	\$27.37	\$41.06
Capt-Armed	\$28.74	\$43.11
ID Administrator	\$29.42	\$44.13
Sr ID Administrator	\$30.97	\$46.46
APM SOC/ Roving Mgr	\$55.26	Salaried
APM Trainer/ Courthouse	\$53.38	Salaried
Security Consultant	\$59.22	Salaried
Project Manager	\$63.16	Salaried
Personal Protection Specialist (PPS)	\$38.00	X