

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

**NOTICE OF CONTRACT AWARD**

SOS SECURITY, LLC  
1915 ROUTE EAST  
PARSIPPANY, NJ 07054

DATE ISSUED:

DECEMBER 17, 2019

CURRENT REFERENCE NO.:

20-084-R

CONTRACT TITLE:

ARMED SECURITY  
SERVICES

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**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 AGREEMENT No. 20-084-R including any attachments or amendments thereto.

**EFFECTIVE DATE:** DECEMBER 17, 2019

**EXPIRES:** APRIL 7, 2022

**RENEWALS:** (2) THREE YEAR PERIODS FROM APRIL 8, 2022 TO APRIL 7, 2028

**COMMODITY CODE(S):** 99046

**LIVING WAGE:** N

**PROFESSIONAL SERVICES:** N

**ATTACHMENTS:**

AGREEMENT NO. 20-084-R

**EMPLOYEES NOT TO BENEFIT:**

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

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**VENDOR CONTACT:** JOHN FRAZER

**VENDOR TEL. NO.:** (703) 348-2527

**EMAIL ADDRESS:** [JFRAZER@SOSSECURITY.COM](mailto:JFRAZER@SOSSECURITY.COM)

**COUNTY CONTACT:** DANIEL MURRAY

**COUNTY TEL. NO.:** (703) 228-3454

**EMAIL ADDRESS:** [DMURRAY@ARLINGTONVA.US](mailto:DMURRAY@ARLINGTONVA.US)

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

**RIDER AGREEMENT NO. 20-084-R**

THIS RIDER AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between **SOS Security, LLC** ("Contractor"), a Delaware Corporation with a place of business at 1915 Route East, Parsippany, NJ 07054, authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). 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 Exhibit A: Contract No. 4400009117 Acceptance Agreement and Notice of Award, Exhibit B: Fairfax County Government RFP 2000002607, Exhibit C: Arlington County Scope of Work and SOS Pricing, Exhibit D: Arlington County Seventh Amendment to Lease, and Exhibit E: Indemnification Agreement, and any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract").

This Agreement rides a contract awarded to the Contractor by **Fairfax County Government** and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Fairfax County Government and substitutes the phrases "County Board of Arlington County" or "Arlington County", as appropriate, for the phrase 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 for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall be completed no later than April 7, 2022 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents.

Upon satisfactory performance by the Contractor, if Fairfax County Government renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms for two (2) three-year periods from April 8, 2022 to April 7, 2028 ("Subsequent Contract Term"). However, if Fairfax County Government does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the date of the contract expiration date.

**3. CONTRACT PRICING**

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the prices set forth in **Exhibit A** 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 services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to provide armed security guard services.

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.

**8. 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.

## **9. 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.

## **10. 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.

## **11. 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.

## **12. 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.

## **13. INDEMNIFICATION**

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the (i) 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 paragraph); (ii) the County's landlord ("the Courthouse Plaza Landlord, under that certain Amended and Restated Office Building Deed of Lease dated October 23, 2002, as heretofore and hereafter amended, pursuant to which the County leases space in 2100 Clarendon Blvd; (iii) the respective owners, partners, trustees, officers, members, directors, principals, affiliates, agents and employees, and mortgagees, of Courthouse Plaza Landlord ("Other Landlord Designees"), as additional insureds (the entities and persons in this clause (The Courthouse Plaza Landlord, the Other Landlord Designees, and the persons or entities referenced in subparagraph (iii) above are hereinafter referred to collectively as "Landlord Indemnitees"); 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 attorneys' 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 at Courthouse Plaza 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, and/or the Courthouse Plaza Landlord the Contractor fails or refuses to fulfill its obligations contained in this paragraph, the Contractor shall be liable for and reimburse the County and/or the Courthouse Plaza Landlord 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/or Courthouse Plaza Landlord. Failure to pay the County as required by this subparagraph may result in such amounts being withheld from any amounts due to Contractor under this Contract.

**14. 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 wrongdoing 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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:

**Contact Information for the Contractor:**

John Frazer, Senior Vice President  
SOS Security, LLC  
1915 Route 46 East  
Parsippany, NJ 07054  
Phone: (703) 348-2527  
Email: [jjfrazer@sossecurity.com](mailto:jjfrazer@sossecurity.com)

**Contact Information for Arlington County:**

Daniel J. Murray, Project Officer  
Arlington County Government  
2100 Clarendon Boulevard, Suite 310E  
Arlington, VA 22201  
Phone: 703-228-3454  
Email: [dmurray@arlingtonva.us](mailto:dmurray@arlingtonva.us)

Sharon Lewis, Purchasing Agent  
Arlington County Government  
Office of the Purchasing Agent  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201  
Email: [slewis1@arlingtonva.us](mailto:slewis1@arlingtonva.us)

**19. 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.

**20. INSURANCE REQUIREMENTS**

The Contractor shall provide to the County Purchasing Agent and Landlord in accordance with Exhibit D and E a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts listed in such Exhibits and below prior to the start of any Work under this Contract and upon any contract extension. Insurance Requirements shall include:

- Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$2 Million to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
- Commercial General Liability Insurance as listed in Exhibit D and E
- The Contractor agrees to maintain owned, non-owned, and hired Automobile Liability

insurance, in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.

- The Contractor agrees to maintain Professional Liability insurance in the amount of \$5,000,000 per occurrence/aggregate to cover each individual professional staff, if guidance or input as to safety measures for the County is provided such as but not limited to guards, metal detectors, lock down of areas, etc.
- Umbrella\Excess Liability--- \$5 million per occurrence

The limits of insurance required of contractor herein shall be primary and exhaust vertically through contractor's primary and umbrella/excess liability coverages and any primary or umbrella/excess liability coverage maintained by Owner shall not be called upon to contribute to any loss arising out of this agreement until contractor's insurance and indemnification obligations have been fully satisfied. Each policy (including umbrella/excess) shall state that the insurance provided to the additional insureds is primary and non-contributory to any other insurance (including primary, excess, self-insurance, or on any other basis) available to the additional insureds.

The Insurance Policy shall name as additional insureds Arlington County, its officers, elected and appointed officials, employees, and agents and the Landlord Indemnities as indicated in Exhibits D and E. Indemnification on all policies, except Workers Compensation, Auto, and Professional Liability. An "Acord" certificate (Form 25 and 28, if available) with the additional insured endorsement box checked or listed in the comments section, for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent and Landlord prior to the commencement of the performance of services under the Security Contract, (ii) within ten (10) days after the termination of the Insurance Policy, (iii) upon the renewal or replacement of the Insurance Policy, (iv) within ten (10) days after a change that places the Insurance Policy out of compliance with the requirements set forth in Section 3 above, and (v) upon request, copies of all endorsements required hereby and declarations). 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 comply with the requirements stated in Exhibits D and E, be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-/X" 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.

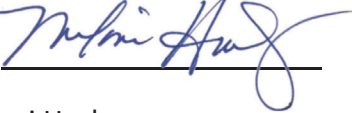
## **21. COUNTERPARTS**

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  
COUNTY, VIRGINIA

AUTHORIZED  
SIGNATURE: 

NAME: Meloni Hurley  
TITLE: Assistant Purchasing Agent

DATE: 12/17/2019

SOS SECURITY, LLC

AUTHORIZED  
SIGNATURE: 

NAME AND  
TITLE: Marc Bognar / EVP

DATE: November 6, 2019

# EXHIBIT A



## 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](mailto: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](mailto: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](mailto:Robert.sharpe@fairfaxcounty.gov) or  
Ronald Erb at 703-324-2445 or via email at [Ronald.erb@fairfaxcounty.gov](mailto: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, CPCM  
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

<b>Position</b>	<b>Regular Rate per Hour</b>	<b>Overtime Rate per Hour</b>
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



# 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](mailto:Michael.blair@fairfaxcounty.gov).

Sincerely,

Cathy A. Muse, CPPO  
Director/County Purchasing Agent

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

# EXHIBIT B

## PRE-PROPOSAL CONFERENCE

RFP2000002607 - Security Guard Services

A **mandatory** pre-proposal conference will be held at 9:00 A.M. on September 28, 2018 at the Fairfax County Government Center, 12000 Government Center Parkway, Conference Center, Conference Room 9/10, Fairfax Virginia 22035. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Offerors are encouraged to be on time. No one will be admitted after 9:10 A.M.

Due to the importance of all offerors having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a proposal. **Proposals will only be accepted from those offerors who are represented at this preproposal conference.** Attendance at the conference will be evidenced by the representative's signature on the attendance roster. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

All questions pertaining to this RFP should be submitted in writing to the contract specialist as shown on the RFP cover sheet. (also Ref. para 18 of the General Conditions and Instructions to Bidders)



# FAIRFAX COUNTY

## DEPARTMENT OF PROCUREMENT & MATERIAL MANAGEMENT

12000 GOVERNMENT CENTER PARKWAY, SUITE 427  
FAIRFAX, VIRGINIA 22035-0013

### VIRGINIA

TELEPHONE: (703) 324-3201 FAX: (703) 324-3228 TTY: 711

<b>ISSUE DATE:</b> September 4, 2018	<b>REQUEST FOR PROPOSAL NUMBER:</b> RFP2000002607	<b>TITLE:</b> Security Guard Services
<b>DEPARTMENT:</b> Facilities Management	<b>DUE DATE/TIME:</b> October 18, 2018 / 3:00 P.M.	<b>CONTRACT SPECIALIST:</b> Michael Blair, 703-324-3215 or <a href="mailto:michael.blair@fairfaxcounty.gov">michael.blair@fairfaxcounty.gov</a>

**Proposals** - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

**Note:** Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

**NAME AND ADDRESS OF FIRM:**

Telephone/Fax No.:

E-Mail Address:

Federal Employer Identification No or

Federal Social Security No.(Sole Proprietor)

Prompt Payment Discount:

\_\_\_% for payment within \_\_\_days/net \_\_\_days

State Corporation Commission (SCC) Identification No.

**By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A. The Certification Regarding Ethics in Public Contracting as set forth in Appendix B, and by any other relevant certifications set forth in Appendix B.**

**BUSINESS CLASSIFICATION – Described in Appendix B - CHECK ONE:**     LARGE (Y)     SMALL (B)

MINORITY-OWNED SMALL (X)     MINORITY OWNED LARGE (V)     WOMEN-OWNED SMALL (C)

WOMEN OWNED LARGE (A)     NON PROFIT (9)

CHECK ONE:     INDIVIDUAL     PARTNERSHIP     CORPORATION

State in which Incorporated: \_\_\_\_\_

\_\_\_\_\_  
Vendor Legally Authorized  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Fairfax County Purchasing Agent at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013 until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



## SPECIAL PROVISIONS

### **1. SCOPE OF SERVICES:**

- 1.1 The purpose of this Request for Proposal is to solicit sealed proposals to establish a contract or contracts through competitive negotiation for Unarmed/Armed Security Guard Services for all Fairfax County facility locations specified herein.
- 1.2 Offerors may submit a proposal for the modules as indicated below:
- Option 1: All modules (A through K)
  - Option 2: All modules except module K (Security Officers)
  - Option 3: Only module K (Background Screening)
- 1.3 Through the use of professional unarmed/armed security services, the Contractor shall provide for the screening, access control and safety of occupants, the protection of County facilities and the property in the buildings and on the grounds of the locations described. The Contractor shall provide all supervision, labor, materials, supplies and equipment (except as otherwise stated), and shall plan, schedule, coordinate and ensure effective performance of subject security services.
- 1.4 Below is the current list of Fairfax County departments and facilities that require security services. For the purposes of this RFP, the County reserves the right to add and/or change security facilities and requirements herein at any time. Facilities and departments listed will be referred to as modules (i.e., module A, module B, etc.) and a more detailed description of each of the department's requirements will follow:
- A. Office of the Sheriff – Jennings Judicial Center, and several satellite courts.
  - B. Facilities Management Department (FMD) – Government Center, Herrity and Pennino Buildings.
  - C. Department of Administration for Human Services multiple locations. (See module)
  - D. Department of Public Works and Environmental Services. Landfill, Noman M. Cole Jr. Wastewater Treatment Plant.
  - E. Department of Community and Recreation Services – Multiple Recreation, Community, and Teen Centers.
  - F. Police Department – Public Safety Headquarters, Criminal Justice Academy, Public Safety Transportation Operations Center.
  - G. Celebrate Fairfax, Fairfax County Credit Union, and Fairfax County Public Schools.
  - H. County Authorities
  - I. Fairfax County Department of Transportation (FCDOT)
  - J. Laurel Hill

### **2. PRE-PROPOSAL CONFERENCE:**

- 2.1. A mandatory pre-proposal conference will be held on September 28, 2018 at 9:00 A.M. in the Fairfax County Government Center, Conference Center, Conference Center Rooms 9/10, 12000 Government Center Parkway, Fairfax, Virginia 22035. To request reasonable ADA accommodations, call the Department of Procurement and Material Management ADA representative at (703) 324-3201 or TTY 711. Please allow seven working days in advance of the event to make the necessary arrangements.
- 2.2. The purpose of the pre-proposal conference is to give potential offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Offerors may submit any questions pertaining to the RFP, in writing, prior to the pre-proposal conference to [michael.blair@fairfaxcounty.gov](mailto:michael.blair@fairfaxcounty.gov).
- 2.3. The County will present a site by site virtual tour of the approximately 35 Fairfax County sites immediately following the pre-proposal conference. This virtual tour is in lieu of the normally offered in person site visits.



## SPECIAL PROVISIONS

### **3. CONTRACT PERIOD AND RENEWAL:**

- 3.1. This period of this contract shall be three (3) years with the option to renew for two (2) additional three-year terms or as as agreed by negotiation of the parties.
- 3.2. The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

### **4. BACKGROUND:**

- 4.1. This is a re-bid of a current contract 4400007497 which expires on April 30, 2019. All current documents can be accessed from our contract register [www.fairfaxcounty.gov/contracts](http://www.fairfaxcounty.gov/contracts) by entering the contract number in the contract number field.
- 4.2. The contract was originally awarded to New Horizon Security Services and in February 2017 the contract was re-assigned to SOS Security LLC due to a merger of New Horizon Security Services with SOS Security LLC.

### **5. DEFINITIONS/TERMINOLOGY:**

- 5.1. Assistant Project Managers (APM): Assist and share responsibilities with the project manager by managing field operations at multiple sites and functions. Act on behalf of the project manager during his/her absence. US Citizenship required.
- 5.2. Captain: Senior ranking security officer supervising multiple posts/facilities and/or multiple officers in one location. Captains often have additional administrative responsibilities. They are also known as site supervisors.
- 5.3. Security Operations Center Officer (SOC): Officer whose sole function is to operate electronic security access control equipment in the security control room. Only qualified, trained and certified individuals will serve as control room operators.
- 5.4. County Contract Manager/County Security Manager (Facilities Management Department): Is charged with general oversight of the security officer contract and day to day management of security services provided by the successful offeror to County agencies and facilities.
- 5.5. Department of Criminal Justice Services (DCJS): Department of Criminal Justice Services is the regulating authority for security officers in the state of Virginia.
- 5.6. Security Specialist: Is primarily charged with conducting background and fingerprints using Live Scan, supporting ID administration and security incident and case file reports and maintenance.
- 5.7. ID Administrator: Technical contract position that administers the photo IDs, security access cards and fingerprinting of and for County employees. US Citizenship required.
- 5.8. MOAB: Management of Aggressive Behavior training. A course offered by Moab Training International, Inc. in the principles, techniques, and skills for recognizing, reducing, and managing violent and aggressive behavior both in and out of the workplace.

**SPECIAL PROVISIONS**

- 5.9. Mobile patrol: Vehicle patrol of interior and exterior of facilities owned or leased by Fairfax County Government.
- 5.10. Offeror/Contractor: Qualified and licensed Security Services company (see qualifications below).
- 5.11. Post: A station or task assigned to a security officer.
- 5.12. Post Orders: Written orders developed for each post/department and facility to guide and define the basic duties to be performed by the security officer. Maintained by the Project Manager and updated annually or as needed or requested by the County or Security Manager. Post Orders are the property of Fairfax County.
- 5.13. Project Manager: Full time on-site position provided by the successful offeror, responsible for the conduct of day-to-day operations of the security contract and provide single point of contact interface with the county Contract manager. US Citizenship required.
- 5.14. Personal Protection Specialist (PPS): Advanced contract personal protection security for high level events and threats.
- 5.15. Quality Assurance Plan: The successful offeror's plan for ensuring that efficient quality of services is provided.
- 5.16. Rover. A mobile officer that perform foot patrols of facilities/offices, both interior and exterior, to ensure that the facilities/property are secured.
- 5.17. Department Security Coordinator. Representative from each County Department (or Agency) that will interface with the Project Manager or a designee at each site.
- 5.18. Security Officer (SO). Fully trained and licensed and uniformed contract personnel that stand a post at a County facility.
- 5.19. Security Officer I (SO1): Starting level contract security officer, unarmed, in most cases will require supervision, conducts roving patrol responsibilities, writes standard reports and staffs posts as necessary.
- 5.20. Security Officer II (SO II). Unarmed contract security officer, requires little if any supervision, backs up primary supervisor, requires specialized training above and beyond basic training to conduct duties (example: – X-ray screeners at the courthouse).
- 5.21. Security Officer III (SOIII): Armed contract security officer, requires little if any supervision, backs up primary supervisor, requires specialized training above and beyond basic training to conduct duties (example: - Laurel Hill).
- 5.22. Security Officer IV (SO IV): Advanced Armed contract security officer, requires little if any supervision, backs up primary supervisor, requires specialized training above and beyond basic training to conduct duties. (SO 4 Officer's experience, training performance and scores exceed that of an SO 3 Officer). Must be a US citizen. (example: Public Safety Headquarters).
- 5.23. Sergeant and Lieutenant. A contract security officer at the level of Security Officer II or above, charged with overseeing shift or small site operations.
- 5.24. Security Consultant. A full-time security contract position, to be located at the Government Center, taking assignments from and assisting the County Security Manager in the conduct of security matters at County facilities.
- 5.25. Standard Operating Procedures (SOPs): Written procedures established by the County that provide specific and general procedures covering compliance with the County Security Program.

**SPECIAL PROVISIONS**

- 5.26. Security Trainer: Contract position that provides necessary training classes and education to County employees.

**6. QUALIFICATIONS:**

- 6.1. All offeror's submitting a proposal in response to this RFP must have a Virginia Private Security Services Business License issued by the Commonwealth of Virginia, Department of Criminal Justice Services (DCJS), Code of Virginia, Section 9-183.3. **This license is a prerequisite to submitting the proposal.**
- 6.2 A current copy of the offeror's Virginia Private Security Business License must accompany their Technical proposal.
- 6.3 Security Officer training certificates are required to be attached to the resume of the individual assigned to a department prior to assignment, to include but not limited to, Pre-Site Training, First Aid (FA), Cardiopulmonary Resuscitation (CPR) Certification, Automated External Defibrillator Certification, DCJS License, Defensive Tactics Training including Pepper Spray. In addition, Armed Officers will receive Firearms and Baton Training. It is the successful offeror's responsibility to train their officers to meet these requirements at no additional cost to Fairfax County.
- 6.4 The offeror's Project Manager, Assistant Project Managers, ID Administrator(s) and Security Consultant(s) are considered key personnel. The offeror shall submit names, resumes and qualifications at least 14 days in advance of the start of the assignment for all key personnel. No changes will be accepted after the 14-day period until the start of the contract. Any future changes to the working status of key personnel during the term of this contract shall be transmitted to and approved by the County security/contract manager at least 14 days before the change. Refer to section 38 Technical Proposal Instructions for additional resume requirements.
- 6.5 If any of the offeror's key personnel become unavailable for work under this contract for a continuous period exceeding 30 days, or are expected to devote less effort to the work than indicated in the technical Proposal, the offeror shall immediately notify the County security/contract manager. The offeror shall replace key personnel with personnel of at least equal abilities and qualifications within 30 days, or other time agreed upon by the County security/contract manager, of the offeror becoming aware of the change. The offeror shall submit requests for approval of substitution in writing and provide a detailed explanation of the circumstances necessitating the proposed substitution and the resume of the proposed substitution. The County security/contract manager will evaluate such requests and notify the offeror of approval/disapproval of the request. Approval by the County Security /contract manager is required for any key personnel.
- 6.6 Armed personnel shall meet the qualification standards established by DCJS pursuant to the Code of Virginia and all chapters thereof pertaining to the general requirements for registered personnel and certified personnel. They shall be in compliance with the standards and procedures established pursuant to Code of Virginia, in Part V, Compulsory Minimum Training Standards for Private Security Services Business Personnel. This includes, but may not be limited to, Article 1. Registration / Certification Category Requirements Sections 6 VAC 20-171-350 Entry Level and 6 VAC 20-171-360 In-Service Training and Article 2, Firearms Training Requirements, Sections 6 VAC 20-171-365 General Firearms Training and 6 VAC 20-171-370 Entry Level Handgun Training. In addition to the State mandated training, the offeror will be required to provide an additional 5 hours annually of training that will include range and classroom.
- 6.7 Successful offeror must show proof that the offeror has been in the Security Guard Services business for a minimum of 5 years and provide 6 recent local/regional references from clients where the offeror has/is providing security officer services of a similar size as required by this contract (multiple locations, in excess of 75 officers). Failure to meet this requirement will result

**SPECIAL PROVISIONS**

in non-acceptance of the offeror's proposal. Refer to section 38 Technical Proposal Instructions for additional reference requirements.

- 6.8 US Citizenship. Certain positions and facilities have been designated as requiring security officers with US citizenship. The successful vendor will ensure that these identified positions/facilities are staffed with US citizens, to include any fill-in or temporary replacement security officer positions. If not identified as requiring US citizenship, the successful offeror may fill positions with aliens who have been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Services that he/she is authorized to engage in employment. The successful vendor shall be required to produce evidence of such citizenship and registration, if the County so requests. (Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.)

**7. CONTRACT MANAGEMENT KEY STAFFING:**

- 7.1 Project Manager. Successful Offeror will provide a full time on-site, 40 hours per week Project Manager to manage successful offeror's personnel and all aspects of the contract. Project Manager must be a US citizen, pass the same security background screening requirements as those required of all officers, be DCJS certified to carry a weapon, and have a minimum of 5 years managing security contracts with increasing levels of responsibility. A Concealed Weapons Permit will also be required. The Project Manager provides daily interface with the County Security Manager, attends meetings at the request of the County Security Manager to represent offeror and/or County Security Manager, and serves on the County Workplace Violence Threat Assessment Team. Resumes will be provided to the County Security Manager for approval prior to assignment.
- 7.2 Assistant Project Managers. Successful offeror will provide a minimum of 3 full-time onsite, 40 hour per week assistant project managers. Assistant Project Managers must be US citizens, pass the same security background screening requirements as those required of all officers, and able to competently fill the role of Project Manager and represent the offeror in the absence of the Project Manager. The Assistant Project Managers will possess the same certifications as the Project Manager. Resumes will be provided to the County Security Manager for approval prior to assignment. The 3 Project Managers assigned to the Fairfax County Government account are:
- APM SOC / Scheduler
  - APM Public Safety Center / Trainer
  - APM Security Systems / Consultant
- 7.3. Roving Supervisor/QA Officer. Successful offeror will provide one full-time, 40 hours per week, roving supervisor to perform County-wide patrols of all County facilities and identified problem areas on County owned or leased property. Patrol will be performed in a marked vehicle. Person will also be responsible for administering and maintaining the Quality Control Program. Resumes will be provided to the County Security Manager for approval prior to assignment.
- 7.4 Security Consultant. Successful offeror will provide one full time on-site, 40 hours per week security consultant. The security consultant will receive work assignments from and provide technical security assistance to the County Security Manager, to include physical security assessments of County facilities, review and security consulting on capital construction and refurbishment projects, planning and conducting of security training, attendance at staff meetings, security planning for special events, and other duties as assigned. Requirements for the position include a bachelor's degree, prior experience working in the security field, proficiency in Microsoft Office, to include Word, Excel and Power Point, excellent verbal and written skills, and US citizenship. Law enforcement background is preferred. Resumes will be provided to the County Security Manager for approval prior to assignment.

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- 7.5 ID Administrator. Successful offeror will provide one full time on-site, 40 hours per week ID Administrator. The ID Administrator will provide support for the County's access control system, fingerprint and process new employees, issue and track ID cards, maintain inventory and conduct audits. Advanced computer skills required and familiarity with the County's access control system (WinPak PE) preferred. Resumes will be provided to the County Security Manager for approval prior to assignment.
- 7.6 Senior ID Administrator. Successful offeror will provide one full time on-site, 40 hours per week Senior ID Administrator. The Senior ID Administrator will perform all duties of the ID Administrator (7.5) and provide oversight and guidance to ID Administrators in the field.
- 7.7 Security Specialist. Successful offeror will provide one full-time on site, 40 hours per week Security Specialist. The Security Specialist will assist the contract Project Manager and team as well as the County's security staff with special projects, WPV/INV case filing and disposition, parking control, background checks and other assignments as required.

**8. SECURITY OFFICER REQUIREMENTS:**

- 8.1. EDUCATION AND LANGUAGE. Each contract security officer must possess a high school diploma or equivalent.
- 8.2. EXPERIENCE. Minimum two years of experience within security, military, law enforcement or related field.
- 8.3. An ability to meet, communicate and deal effectively with the general public.
- 8.4. ENGLISH PROFICIENCY: Must demonstrate the ability to read, understand, and apply rules, detailed orders, instructions and training materials in the English language. An ability to construct and write clear concise, accurate and detailed reports in the English language. Possess the ability to communicate effectively, clearly, and concisely in the English language. Proof of ENGLISH PROFICIENCY for reading, writing, comprehension and communication will be administered by the offeror. The offeror will describe the process used to meet this requirement. Only those officers who successfully meet these requirements will be authorized to work under the terms of this contract.
- 8.5. An ability to maintain poise and self-control under stress.
- 8.6. Additional positions may require additional requirements and will be outlined in this RFP.
- I. SO 2
    - a. MOAB or equivalent
  - II. SO 3
    - a. Advanced MOAB or equivalent
    - b. 6 months armed experience in last 3 years
    - c. Physical Fitness Exam
    - d. Mental Health First Aid
  - III. SO 4
    - a. 2 years armed experience in the last 5 years
    - b. Advanced MOAB or equivalent
    - c. Advanced physical fitness exam (approved by offeror)
    - d. Advanced range performance. (approved by offeror)
    - e. Mental Health First Aid
    - f. US Citizen

**SPECIAL PROVISIONS****8.7 HEALTH AND PHYSICAL FITNESS REQUIREMENTS:**

- a. All employees assigned must be in good general health and capable to perform the duties of the job to which they are assigned. This includes the following:
  - b. Ability to stand for extended periods of time-up to 8 hours
  - c. Ability to lift boxes weighing up to 20 pounds (to place on X-ray machine, or to screen contents)
  - d. Possess long distance vision. Use of glasses and/or contacts is permitted
  - e. Be able to hear ordinary conversation. Hearing aids are suitable
  - f. Have no medical condition which will limit the effective performance of their assigned duties. Temporary incapacitation due to illness, disease or recent medical operation is permitted.
  - g. No medical history or medical diagnosis of habitual alcoholism or drug addiction. Where such a condition existed, medical evidence of recovery and ability to perform duties is required prior to assignment.
- I. SO 2
  - a. MOAB or equivalent
- II. SO 3
  - a. Advanced MOAB or equivalent
  - b. Physical Fitness Exam
  - c. Mental Health First Aid
  - d. 4 Hours armed training/certification twice per year (Classroom and Range)
- III. SO 4
  - a. Advanced MOAB or equivalent
  - b. Advanced physical fitness exam (approved by offeror)
  - c. Mental Health First Aid
  - d. 4 Hours armed training/certification twice per year (Classroom and Range)
  - e. Advanced Range test/exam (approved by offeror)

**8.8 AGE:**

- a. All contract security officers assigned to any Fairfax County facility must be at least twenty-one (21) years of age. Any exception to the stated age requirement must be requested in writing and approved by the county security/contract manager prior to hire and assignment at Fairfax County government locations.

**8.9 FIRST AID REQUIREMENT:**

- a. All contract security officers and employees assigned must be certified in CPR/AED training and first aid through Red Cross First Aid and/or the American Heart Association prior to assuming a post. It is the successful offeror's responsibility to train their officers to meet these requirements at no additional cost to Fairfax County.
- b. SO 2 officers assigned to a CSB facility or agency; and all SO 3 and SO 4 must be certified in Mental Health First Aid within 90 days of post assignment.

**8.10 SECURITY REQUIREMENT:**

- a. No contract security officer will be assigned to a post, if he/she has any criminal violations. No contract security officer will be assigned to any post without their DCJS Certification Card in their possession (The DCJS Card requires a criminal history check showing NO felony convictions). A local criminal history background check will also be conducted to include Fairfax County and all localities and states for the past 7 years. (See section 12.1)
- b. Any contract security officer deemed unprofessional must be removed and not allowed to work at any Fairfax County property.

## **SPECIAL PROVISIONS**

- c. Successful vendor will ensure that any contract security officer driving a vehicle (County, vendor or privately owned) on County government property has a valid driver's license. The successful vendor will review driver's licenses annually for points and/or violations to ensure officer is still cleared to drive in Fairfax County.

### 8.11 **APPEARANCE:**

- a. The County requires a favorable image and considers it to be a major asset of a protective force. Personnel's attitude, courtesy and job knowledge are all part of creating a favorable image. All personnel will be neat and clean in appearance and shall wear only the complete, approved uniform. Hair will be appropriately worn not to extend beyond shirt collar. Male facial hair shall be limited to a neatly trimmed mustache and beards not to exceed ¼ inch in length.

## **9. CODE OF CONDUCT:**

- 9.1. All contract security officers shall be familiar with the County's philosophy on good customer service and greet visitors to the facility with courtesy and address in a respectful manner. All officers will understand that often times they are the first person to greet citizens at our facilities and as such, they represent the county and must do so in a favorable manner.
- 9.2. Contract security officers will report on time to their posts, in the proper uniform, and shall remain on post until properly relieved. A security officer shall never leave or abandon their assigned post without proper relief. Security officers shall pass on to their relief any special instructions, messages or observations noted during their shift.
- 9.3. Contract security officers will be familiar with and follow the directions of the post orders for the post in which they are assigned, even if such a posting is temporary.
- 9.4. Contract security officers shall maintain an alert posture at their posts, and not participate in any activity that distracts them from post duties. This includes no sleeping, eating, reading personal papers or books, listening to music or engaging in personal phone conversations. Officers stationed in lobbies will stand at all times while on post, meeting and greeting visitors and staff to the facility. Officers shall maintain an alert posture during their shift. Officers must communicate effectively with public, however, shall limit the congregation of customers around any security guard posts. They shall avoid extended conversations with tenants and customers. Establishing personal relationships with customers shall be considered a conflict of interest and may be grounds for immediate replacement of the officer.
- 9.5. Contract security officers shall ensure that their posts are kept in a neat and orderly appearance.
- 9.6. The offeror shall provide a copy of its internal code of conduct policies.
- 9.7. Contract security officers shall comply with the Fairfax County Government Code of Conduct.

## **10. UNIFORMS:**

- 10.1. Contract security officers and associated personnel shall be appropriately dressed in a readily identifiable uniform provided by the successful offeror. The uniform shall have matching shirt and trousers/skirt and include name plate, badge, and firm's patch on the sleeve and their DCJS Certification Card and their County ID card with valid information displayed on left shoulder lapel. The uniform shall be neat and clean in appearance. Once the County has approved the uniform, no significant changes are to be made without the approval and consent of the County. Any future modifications will be at the expense of the successful offeror.

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- 10.2 Offeror will provide picture (s) of its uniform, both summer and winter if different, with its proposal, for approval by the County. A review of uniforms will be conducted to prevent conflict with existing uniforms of Fairfax County agencies or departments.
- 10.3 Costs associated with the purchase, change, issue and cleaning of the uniforms is the responsibility of the offeror.
- 10.4 Fairfax County will require a distinguishing patch on the uniform identifying them with Fairfax County, subject to approval by the County Security Manager. The use of the Fairfax County Seal is prohibited.
- 10.5 Special sites may require a modified uniform (field uniform) such as Battle Dress Uniforms (BDUs). Currently the Laurel Hill site requires this type of uniform.

**11. WORK HOURS, HOURLY WAGES, AND OVERTIME/TEMPORARY RATES:**

- 11.1 Contract security officers must work 32-40 hours per week to be considered full time. The County will not compensate overtime for officers used to cover shifts or cross-over shifts. Additionally, overtime costs incurred by the successful offeror due to staffing issues, such as replacing sick officers or officers on leave, shall be the responsibility of and paid for by the offeror and not the County.
- 11.2 Temporary and overtime rates. County departments will request through the County Security Manager's office for additional security services for short term security officer support and specials, such as access control for evening meetings. While every effort is made to provide at least one week's notice, on occasion, temporary or overtime security support is requested on short term notification. The temporary/overtime rate will be billed to any department that requires temporary security services (see Special Provisions paragraph 23 Special Events). Rates will decrease within thirty (30) days to normal hourly rates per position if the County identifies the officer/position as permanent.
- 11.3 Holiday rates will vary based on the holiday. Standard holidays will be paid at overtime rate and billed to any department at the regular rate, if officer works on the holiday. Special holidays will be paid straight time non-worked pay (if officer is scheduled on holiday with site/post closure) and paid at double time worked pay if officer works on the special holiday. Special holidays will be billed at straight rate. Holiday hours vary at County facilities. Successful vendor will be provided with holiday schedule for County facilities. See identified Special Holidays below:
- New Year's Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving
  - Day after Thanksgiving
  - Christmas Eve (when holiday approved by County)
  - Christmas Day
- 11.4 Staff hour limitations.
- a. The normal shift rotation is 8-10 hours for contract security officer postings. Contract personnel shall not perform more than 12 hours of contract service, unless the work period is separated by an 8-hour non-duty period. Officers that work more than 8 hour shifts have deteriorating work performance and reduced motivation and alertness. This 12-hour limitation applies to service performed by the contractor in any 24-hour period. This requirement may be waived by the Contract Security Manager when emergency situations beyond the control of the contractor, such as weather conditions that prevent the next shift from reporting in a timely manner or County emergencies/threat conditions arise.



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- 11.5. Outside employment by contract security officers.
- a. The successful offeror will monitor the outside employment of their security staff and ensure that no officer works employment that interferes with their job on this contract. The successful offeror will ensure that all officers are aware of this requirement prior to posting at a County facility.

**12. BACKGROUND INVESTIGATIONS:**

- 12.1. Criminal History Check- Possession of a valid DCJS Certification Card will indicate that the following requirements have been met at time of application. That the individual Certification holder has not been convicted or found guilty in any jurisdiction of the United States of any felony or a misdemeanor involving moral turpitude, assault and battery, damage to real or personal property, controlled substances or imitation controlled substances as defined in Article 1 (18.2-247 et sec) of Chapter 7 of Title 18.2 of the Code of Virginia, prohibited sexual behavior as described in Article 7 (18.2-61 et sec) of Chapter 4 of Title 18.2 of the Code of Virginia, or firearms, from which no appeal is pending, the time for appeal having lapsed. Any plea of nolo contendere shall be considered a conviction for the purpose of this chapter. The record of conviction certified or authenticated in such form as to be admissible in evidence under the laws of the jurisdiction where convicted shall be prima facie evidence of such guilt.

In addition, a local criminal history background check will also be conducted to include Fairfax County and all localities of residence, employment, or of record for the past 7 years. All the restrictions listed previously, plus Driving While Intoxicated convictions, shall be criteria for denial.

The successful offeror must provide Fairfax County, if requested, with a criminal history report – 7 years or from age 18, if under 25 of each staff member assigned to a post or a location, from the National Criminal Information Center (NCIC) and/or the Virginia Criminal Information Network (VCIN). No officer with a criminal conviction is authorized to work at any Fairfax County government location. All local background checks will include a check of Fairfax County. The copy of the DCJS Certification and the local criminal history results must be in hand prior to any permanent or training assignment at any Fairfax County government location.

- 12.2 The primary responsibility and cost for conducting background investigations lies with the successful offeror. All employees may be subject to further background investigations by the Fairfax County Police Department and/or the Fairfax County Sheriff's Office at the County's cost. The successful offeror will provide a copy of the background investigation report to the County Security Manager or Department Security Coordinator, if directed, prior to the assignment of the security officer. Security Officers are required to have good driving records and valid driver's licenses to use County vehicles.
- 12.3 Individual consideration may be made and waived by the County Security Manager on a case-by-case basis, considering mitigating circumstances, length of time since the offense, and prior performance and good behavior.
- 12.4 The successful offeror must run a background check (as stated in section 12.1) on all officers every two years. Offeror have two-year check run concurrent with the officer's DCJS registration renewal date.

**13. POLYGRAPH EXAMINATIONS:**

- 13.1 All contract security officers and associated employees shall have background polygraph examinations (prior to performing work on subject sites). This is the responsibility and cost of the successful offeror. The successful offeror will submit the list of questions used by the polygraph examiner, along with the credentials of the examiner prior to the award of the contract. The County may require polygraph examination at any time while a security officer or employee is employed by the successful offeror and assigned to a County facility. Fairfax County Police Department may perform polygraph examinations as required.

**SPECIAL PROVISIONS****14. DRUG SCREENING:**

- 14.1. Provision must be made for drug screening of all contract security officers. The successful offeror must provide certification that all employees assigned to a County facility are drug free prior to their assignment. Drug screening shall be conducted for pre-assignment, random, investigations/incidents and annual physical fitness testing. Drug screening may be required for additional reasons at any time by Fairfax County while the employee is employed by the successful offeror while assigned to a County facility. Pre-employment and any additional drug screening during the contract period shall be performed by the successful offeror at their expense.

**15. PSYCHOLOGICAL TESTING:**

- 15.1 Offeror shall describe how psychological competency is determined for all security officers and what level is acceptable and not acceptable. The method must be approved by the County Security Manager.
- 15.2 A higher level of psychological competency is required for all armed positions. It should consist of the Adult Personality Inventory (API) or its equivalent. The method must be approved by the County Security Manager.

**16. TRAINING:**

- 16.1. All contract security officer training must be provided by the successful offeror and must be in accordance with all federal, state and local guidelines. Following the RFP award, the successful offeror shall provide a syllabus of all-training programs and materials to include ongoing training schedules, hours devoted to each subject, lessons plans, as well as any specialized training required for this contract. Also required is a schedule for recertification of basic training subjects. All required training as specified in this proposal and any overtime charges accrued will be done at the expense of the successful offeror.
- 16.2. The successful offeror shall allow County officials to observe and participate if requested in all training as required.
- 16.3. The successful offeror shall provide all training certifications for its contract security officers and or associated employees, including, but not limited to name and address of trainer, criminal licensing and pepper spray training, First Aid and CPR certification and Automated External Defibrillator certification.
- 16.4. The successful offeror shall submit certifications for armed officers, to include but not limited to Registration/Certification for Entry Level Officers, In-Service Training, Firearms Training and General Firearms Training and Entry Level Handgun Training.
- 16.5 The successful offeror will provide hands on X-ray screening certification training (minimum 6 hours), using County owned X-ray machines. Semi-annual hands on refresher training will also be provided by the successful offeror. Training schedules shall be provided to the County Security manager.
- 16.6 Successful offeror will ensure that all officers receive training in flag protocol. Only trained personnel will be authorized to raise and lower the County, State and US flags.
- 16.7 Successful offeror will provide DCJS certification (Central Station Dispatcher- DCJS 38E- 8 hours) training for all control room operators and shift supervisors that work in the Government Center. Only certified and trained control room operators are allowed into the work control room operations and while there must possess and display their DCJS Certification card with the "ES Dispatcher" certification. Control room operators will be tested frequently to ensure proficiency in all tasks.

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- 16.8 Pre-Site Training - In addition to the required DCJS training (unarmed and armed) for certification, the successful offeror will conduct pre-site training of officers prior to assignment to the site. This training, a minimum of 26 hours (including First Aid/CPR-6 hours, pepper spray-4 hours, Contractor pre-employment training-8 hours and site management briefing/training-8 hours, will also include but not be limited to the following subjects. SOC will require an additional 8 hours of DCJS ES Central Dispatch Certification.
- o Emergency response procedures
  - o Workplace Violence prevention and response
  - o Incident Report Writing and note taking
  - o AED/CPR and First Aid certification
  - o Suspicious package recognition
  - o Security awareness-noting suspicious activity
  - o Gang Activity and Recognition
  - o Access control how to conduct screening of employees and visitors
  - o Communications and customer service with the public, to include persons with disabilities and working with a diverse work force.
  - o Evaluation and analyzing security situations and response
  - o Investigative detention vs custodial arrest- authority of the security officer
  - o Legal aspects of security, to include VA state law on handguns in public facilities
  - o Laws of evidence and evidence- handling
  - o Ethics, honesty, image, professionalism and standards of conduct
  - o Search and seizure
  - o Use of Force and/or
  - o Non-lethal force and behavioral supports in dealing with crisis situations as an alternative to physically restraining individuals
  - o Active Shooter Response
  - o Arrest authority and legal requirements for the state of VA
  - o Crime scene protection and preservation
  - o Court testimony
  - o De-Escalation of Aggressive Behavior
  - o HIPAA policy, guidelines and compliance
  - o Principals of safeguarding information-proprietary and confidential
  - o Fairfax County Incident Reporting System
  - o Contract Specific Administration Functions and Processing
  - o On-site Management Briefing and Training (at least 8 hours)
  - o Other Training Requirements as determined by the Project Manager or the County Security Manager
- 16.9 Site Training- The successful offeror will also conduct a minimum of 16 hours of supervised facility-specific training, training to be determined by the post orders at each location/post. Each officer will complete the facility specific training before working in an unsupervised status. The County will provide additional check list to the successful offeror of supervisor and officer tasks and requirements to include in on-site facility training. Certain higher level post will require additional training, up to 40 hours total. Those sites are Courthouse-Jennings (32 hours), Government Center Lobby (32 hours), Pennino (32 hours), Herrity (32 hours), PSTOC (32 hours), South County (24 hours), Herrity (24 hours), SOC (40 hours), North County (24 hours), Lake Anne (24 hours), Heritage (24 hours), Historic Courthouse (24 hours), Merrifield (32 hours) and Public Safety Headquarters (40 hours).
- \* Once primary post hours are met, security officer must be trained a minimum of 8 additional hours at each Fairfax County Government post or until proficient. SOC is exempt and requires the full 40 hours.)
- 16.10 Individual training shall be documented and maintained on this contract site.

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- 16.11 The successful offeror will provide 4-hour minimum refresher training sessions, conducted once each quarter, for all officers in an all-hands mandatory training session. Quarterly training session topics will be coordinated and approved in advance with the County Security Management.
- 16.12 The successful offeror will provide 4-hour minimum refresher training sessions for armed security officers twice per year to include classroom and range.
- 16.13 The successful offeror will also provide a yearly training schedule for all supervisors, who must have a minimum of 8 hours training per year.
- 16.14 The successful offeror will provide a certified 8-hour Mental Health/First Aid course to all security officers assigned to a CSB facility/department and all posts requiring a firearm. Course must be completed in SO's first 90 days of assignment.
- 16.15 The successful offeror will provide training for use of the advance trauma kits.
- 16.16 The successful offeror shall establish, maintain and provide a written quality control plan for the measurement of quality control, detail how the officers are tested and how the offeror will measure competency through tests, provide a schedule of frequent on-site assessments of officer training and areas for improvement. See section 18 for additional quality control requirements.
- 16.17 Specific site training for x-ray scanner certification (6 hours), while under direct supervision, will be required and documented for all staff assigned to PSTOC, Government Center, the Public Safety Complex, and any future site utilizing x-ray scanning. This training is in addition to the required site training in section 16.9.
- 16.18 The successful offeror shall be responsible for certifying all assigned security officers are proficient in all required certifications, registrations and licenses. Proficiency shall be certified by the designated successful offeror's training director, manager or designee.
- 16.19 The requirements listed above are the minimal required, and do not preclude the successful offeror from providing training in additional subjects and/ or more frequent training. The County encourages and supports a well-trained work force.

### **17. WORKPLACE VIOLENCE:**

- 17.1. Fairfax County has adopted a Workplace Violence Policy and is committed to responding to concerns regarding violence or threats of violence in the workplace. The successful offeror's Project Manager will be a part of the workplace violence threat assessment team who will respond to, review, and recommend any necessary improvements to either the physical and/or operational security elements of the County facility and/or locations where County employees must work. The successful offeror's Security Management team will assist the County Security Manager and Department Security Coordinators with threat assessments, advice and assistance as they pertain to workplace violence situations.

### **18. QUALITY CONTROL PLAN**

- 18.1 The offeror shall provide their plan to establish, maintain and provide a complete written and formal quality control program and procedures to ensure services are efficiently performed and all contract requirements are met. The evaluation and quality control procedures/plan must provide sufficient information to allow the County's administrators to monitor the program's progress and effectiveness. The plan should include procedures for enforcement and monitoring of the quality of all services provided, to include training programs. The plan shall address the offeror's inspection program, to include regularly scheduled and unscheduled (required) inspections, provide a quality control officer and schedule for on-site assessments, specify the system for identifying and correcting deficiencies and outline the system for tracking and reporting inspections and corrections. See additional requirements under 16.16 above.

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- 18.2 The successful offeror will provide a monthly quality control report that evaluates the effectiveness of the program, the contractor's compliance with the key elements of the RFP, and includes any identified deficiencies during the reporting period and corrective actions taken by the contractor. Offeror will provide a sample Quality Control Report with the submission of this RFP.
- 18.3 The successful offeror will provide the quality control plan to the County Security Manager for approval prior to the start of the contract.
- 18.4 Officer recognition/reward program. Offeror shall provide a copy of any reward and/or recognition programs established for good security officer performance, and a narrative on how are officers motivated and rewarded for job performance.
- 18.5 Offeror will advise how accountability of patrol officers duties and tasks will be performed. Such process may be performed by an offeror-provided program and equipment, using the County's access control system, through procedural methods, or a combination of programs and methods.

**19. ACCEPTANCE OF GIFTS AND GRATUITIES:**

- 19.1 No contract security officer working at Fairfax County Government facilities shall solicit, demand, accept, or agree to accept from any visitor, citizen, employee or contractor, any payment, loan, gift, money, services or anything of more than a nominal or minimal value. Security officers must maintain the utmost confidence and respect of those they serve and in doing so will remain above reproach. Violations of this policy will result in removal of the officer from the contract.

**20. GOVERNMENT FURNISHED FACILITIES, EQUIPMENT AND MAINTENANCE:**

- 20.1. Office space and equipment. The government will furnish or make available to the successful offeror, furnished office space where needed (currently at the Government Center and Public Safety Complex) for the Project Manager and Assistant Project Managers and support staff, to include telephones, computers, and printers. The County is responsible for all equipment on the County's network. The successful offeror is expected to keep this space neat and clean and return it to the County in reasonably the same condition it was in at the time of entering this contract. Offeror will ensure that any maintenance of such equipment is promptly identified.
- 20.2 All utilities and services for the office space and equipment will be provided by the County to include repair and maintenance of County electrical and mechanical equipment.
- 20.3 CCTV systems, alarm and electronic equipment for monitoring purposes, X-ray machines, hand wands, magnetometers, fingerprint machines, security badge and photo ID equipment and badging supplies, will be provided by the County, as well as the repair and maintenance of such items or equipment. The successful offeror will ensure that the equipment is handled in a safe and responsible manner and any noted defects/mechanical difficulties are reported immediately to the appropriate County department for repair.
- 20.4 Where identified in the modules, County-owned vehicles.
- 20.5 Photo identification badges issued by the County.
- 20.6 Office space to conduct fingerprinting and photo ID processing of County personnel.
- 20.7 All costs associated from the loss or damage of County owned property, to include resulting from improper use or handling or negligence by the successful offeror's personnel shall be charged and paid for by the successful offeror within ten (10) days after notification by the County Security manager and/ or the agency's Security Coordinator or designee that damage has occurred.

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- 20.8 All property furnished by the County under this contract shall remain the property of the County. Upon termination or completion of the contract, the contractor shall render an accounting of all such property that has come into their possession under this contract.

**21. OFFEROR FURNISHED ITEMS:**

- 21.1 Equipment- Required Minimum- Individual Billable Line Items. All billable equipment should be billed at a monthly rate. Offeror will provide monthly rate quotes.

Vehicles- 4x4 Rugged (Laurel Hill)	1 (vehicle must be 4-door)
Vehicles- 4x4 (Rover & Govt Center Special)	1 (vehicle must be 4-door)
Vehicles- All Wheel Drive (FDOT)	1

Vehicles are required to be marked with Offeror's Company name/logo, flashing yellow light(s), magnetic sign or lettering stating "Fairfax County Government Security". Vehicle type, markings, and lighting to be approved by County Security Manager.

- 21.2 Professional Development Training- Billable Line Item with No Markup

Professional Development Training \$2,000 per year per person (up to 6 people)

Training - Offeror to establish tuition reimbursement program for management and administration staff, including PM, APMs and support staff, and offeror will accommodate staff's attendance of local training opportunities to enhance professional skills. Fairfax County and FMD travel restrictions apply. Program to be approved by County Security Manager.

- 21.3 Equipment- Required Minimum- Included in Margin Bill Rates  
\*All equipment must be approved by county security management.

Cell Phones - One per shift per site per post.	(52 Total)
All Cell Phones - Required to have PTT (Push to Talk) ability, and coverage at all County facilities (AT&T is current provider)	
Smart Phones are to be linked to County email (Managers Only)	(7 Total))
Cell Phones with PTT	(38 Total)
Phones with only PTT capability	(7 Total)
Radios - Site Radios	(Total 22)
and Special Event Radios	(10-50 Total)
Each with charger, spare battery and remote microphone.	
Lap Top Computers or Tablet for Management	(5 Total)
(PM, Consultant, Security Specialist, Scheduler, & APM Rover)	
Weapons (as required)	
Weapons (Management)	
Extra clips for handguns	(2 each)
Holsters/Gun Belts (Double Retention min.)	
Weapons - Semi-automatic handguns, preferably Glock. County currently uses Model 17 for officers and Model 19 for Management.	
Pepper Spray	
Baton/Cuffs	
Tactical Gloves (Armed Officers)	
Ballistic Vest – All armed security officers	
Ballistic Vest Covers – Uniform Style (color must match uniform shirt) or undershirt type	
Uniforms (4 summer shirts, 4 winter shirts, 3 pants, jacket, belt, winter and summer caps, safety and rain gear available)	
Weapons - Semi-automatic handguns, preferable Glock Model 17 for officers and Model 19 for Management	
Four Wheel Drive Vehicle - (QA Field Capt. Rover)	(1 Total)
Golf Cart ATV (Off-Road Mule type)*	(1 Total)

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Golf Carts \* (3 Total)

\*Golf Carts - Needed for campus patrol at the Government Center, Merrifield, Wiehle FDOT, and Laurel Hill (Mule type). Should be able to be converted to enclosed passenger areas for seasonal use and include a heating unit. Carts should be gas operated and marked like security vehicles. Cart type, markings, and lighting to be approved by County Security Manager.

21.4 Expenses to be Included in Margin Bill Rates

Security Specialist	Cost per mile at County Government Rate
Vehicle Allowance (PM)	\$700 per month
Vehicle Allowance*	\$500 per month
*APM Public Safety/Trainer, APM Security Systems/Consultant (and) Security Consultant	

21.5 Offeror may be required to provide office space. In these cases, the offeror shall be responsible for securing, maintaining, and furnishing any computer or technical equipment required for the operation of any patrol accountability system that is provided by the successful offeror.

21.6 Offeror shall be expected to keep all supplies, vehicles and equipment neat, clean and functional at all times.

21.7 Specialized Training Classes for County Employees:

Offeror will provide an hourly billable rate for providing expert trainers experienced in providing training in specific subject areas and that possess a good understanding of adult learning principles. Offeror should provide a sample training curriculum or class outline, hand out materials, and test as an example of the product they can provide. Offeror should also provide instructor names and biographies to show available resource staff. Definable measurable objectives should be provided detailing specific objectives and key learning points. Classes will usually consist of 15-25 students and will run from 2-4 hours, and usually will be held during normal working hours. The rate should include all required items including handout and test material. Training topics include Work Place Violence Awareness, Work Place Violence for Supervisors, Personal Protection, Domestic Abuse in the Workplace, and Emergency Response Plans in the Workplace.

21.8 Personal Protection Specialist (PPS): Offeror will provide an hourly billable rate (Straight and Overtime) for providing Personal Protection Specialists (PPS) for high threat and sensitive assignments. The PPS may be used to provide security and protection for employees, clients, visitors, executive & Board members, buildings & properties and other assignments as needed on and off Fairfax County owned or leased properties.

The PPS should meet all state requirements for an Armed PPS. The ideal PPS personnel will:

- Communicate effectively
- Recognize signs of potential threats
- Remain calm in stressful situations
- Possess problem solving skills
- Ability to plan and implement strategies to reduce and respond to threats
- Be the client point-of-contact (POC)
- Be physically fit to perform duties
- Be trained in the use of firearms, personal protection techniques, FA/CPR/AED.

**22. GENERAL DUTIES TO BE PERFORMED BY SECURITY OFFICERS:**

22.1 (See separate Modules for any additional responsibilities/duties). This section is a combined list of positions and duties to be performed. There are some specifications that may or may not be applicable to a particular agency/location. Nevertheless, security officers must perform general duties as required by each agency/facility.

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- A. Access to Locked Areas** - It is the responsibility of security officers to unlock doors and provide entry for people with appropriate access. This responsibility can occur either during normal office hours or after hours or on weekends. Security staff must determine if the request is valid by checking a photo ID, verifying the requester is a County employee and has the appropriate access level if entry is through a card reader (control room check of the access control data base). Any questions will be clarified with each agency's Security Coordinator or designee and/or the County Security Manager. May unlock areas for authorized Custodial Contractors in the absence of the Contract Coordinator or designee.
- B. Additional Duties** - Turns on and off lights as required and directed by County staff, checks designated safes and cabinets, secures doors, and enforces energy conservation instructions. From time to time the security staff may be called upon to assist visitors with room accommodations, directions, information packets, and escort to vehicles etc. as necessary. Ensure that the "No Smoking" policies for the building are enforced.
- C. Arrest/Detention** - In situations where the use of force is employed to intervene, the security officer is authorized to detain those individuals involved where probable cause exists to believe that they have committed a criminal offense. Once detention has occurred the security staff will immediately notify the Fairfax County Police Department. The responding police officer will be responsible for investigating the circumstances and determining the correct course of action for follow up. If it is determined that criminal charges should be placed, the police officer will be responsible for initiating that process. Security staff is not authorized to arrest or detain persons in any other circumstances. Security incident reports will be filed in accordance with SOPs.
- D. Attend Meetings** - The on-site supervisor, at a minimum, must attend scheduled meetings held with representatives of tenants and agencies and be ready to present information regarding security and be responsive to tenant questions and concerns. The Project Manager and/or Assistant Project Managers must be available to attend other meetings as required by the Department Security Coordinators and/or the County Security manager to review and plan for up-coming events, meetings, incidents and activities.
- E. Building Rules and Regulations** - Must be familiar with and abide by each building's rules and regulations. Observes building occupants and visitors for compliance with rules and regulations. Takes immediate corrective action of violation and notifies agency's Security Coordinator or designee and/or police assistance when appropriate. Initiates or assists in investigations and reporting procedures.
- F. Conference Center/Meeting Rooms/Board Auditorium:** Responsible for opening, closing and securing any Conference Centers, Meeting Rooms and/or Board Auditorium before and after scheduled meetings, including events in the evening and on weekends, as directed by the agency's Security Coordinator, designee or scheduling office. FMD maintains and will provide the weekly meeting schedule for the Government Center. Updates are posted to the FMD infoweb site.
- G. Confidentiality** - The officer shall be aware of and honor the confidential nature of the work conducted in the location where he/she is assigned. The officer shall be discrete and not divulge any sensitive information or information gained during their assignment to anyone outside of security channels.
- H. Contact Ability** - Officers shall carry a radio and/or charged cell phone at all times in case of an emergency. The successful offeror shall have procedures established regarding communications between Department Security Coordinator or designee and the security officer's cell phone in emergency situations. This is especially important at remote and/or unsupervised sites.
- I. Vehicle Surveillance** - Watch for unauthorized vehicles, illegal dumping, tampering and unauthorized use of County equipment. If there is a problem of this nature, notify the control room and call the Fairfax County Police at telephone number 703-691-2131. Give them your name, location and the nature of the problem. Log this information on your daily



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report. Reports shall be sent to Department Security Coordinator or designee at remote sites. Use of County vehicle is authorized at specific locations as detailed in modules. The successful offeror will be required to supply vehicles to their security officers if not included in module.

- J. Control Room Operations** - (staffed 24/7). Located in the Government Center. Staffed by a minimum of one officer, the control room operator. Requirement: Control room operators are certified by DCJS and have successfully passed rigorous training requirements prior to working control room operations. Monthly competency testing is required.
1. The control room operator monitors and operates the building security systems, both video and alarms. Ensures an immediate emergency response and notification to appropriate personnel, to include the County Security Manager. Provides routine daily reports of control room activities to the County Security Manager or designee. Initiates appropriate action and notification on recognition of alarm activation, to include immediate notification if critical system failure occurs. Identifies and reports incidents of apparent alarm or system malfunctions and properly documents and reports occurrences. (See Module B for additional information)
- K. Emergencies** - In case of emergency conditions requiring immediate attention, the successful offeror's control room operator or shift supervisor shall take action to divert their personnel from their normal assigned duties to meet the condition and summon appropriate assistance as may be required in an emergency situation. The diversion may be for the duration of the emergency or longer as directed by the County. Any emergency condition will be reported to the county Security Manager immediately. The contractor is written into all facility emergency response plans and has actions and responsibilities during emergencies. For example, during a shelter-in-place event, lobby officers may be asked to lock the front doors and shut down the elevators to limit air flow. During a fire evacuation, assists by moving personnel out of and away from the building and does not allow re-entry until authorized by Fire Department and/or FMD personnel.
- L. Firearms, Uniforms, Identification and Protective Devices** - No firearms are to be worn or kept at the worksite unless it is a requirement of the position. Successful offeror will ensure that firearms are locked in secure safes when not worn by the officer. Officers shall be appropriately dressed in full uniform provided by the successful offeror. (See paragraphs 8.11 and 10 on uniform requirements and proper appearance).
- M. Flags** – The successful offeror will be responsible for ensuring that the United States, Commonwealth of Virginia, and County of Fairfax flags are properly displayed at all facilities where security is assigned and scheduled on the days ordered, at dawn and dusk. Currently this includes the Government Center, the Public Safety Center, Public Safety Headquarters, Merrifield, North County, South County, and PSTOC. This will include lowering to half-staff and raising the flags when ordered by the Fairfax Office of Emergency Management (OEM). The contractor will ensure that any flags in disrepair or torn will be reported immediately to FMD for replacement. The successful offeror will ensure that all security officers receive training and testing in flag protocol.
- N. Front Lobby/Information Desk** - Responsible for having a person stationed near the information desk, and/or in the center of the lobby, to observe activities, conduct bag screening, and provide general assistance to the public at times specified in the standard operating procedures and/or post orders.
- O. Injury or Illness** - Obtains professional assistance in the event of injury or illness to any County employees or any citizens in the building or on the grounds. Shall render first aid/AED and/or CPR in emergency situations and is expected to properly assist medical and law enforcement personnel as necessary. Notes all actions taken in daily officer logs and provides an incident report to county Security Manager (see reports).

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- P. **Monitor cleaning contractor personnel** - In facilities where security and the cleaning contractor personnel are present, security will ensure that the cleaning contractor is adhering to security procedures. This may include overseeing sign in and sign out, issuance of keys and/or security access cards, and the reporting of any security violations to the County Security Manager and /or the FMD contract manager for cleaning services.
- Q. Reporting of **Non-Emergency Conditions** - Notes and reports potentially hazardous or unsafe conditions and items in need of repair to the agency's Security Coordinator or designee during normal business hours and takes notes of conditions and action taken in the officers' logs. Routine repairs will be reported to the agency's Security Coordinator or designee on the next workday.
- R. **Parking** - Monitor and enforce employee, visitor and accessible parking in accordance with written policies and procedures, post orders, and guidance received from the County Security Manager's office. The contractor will patrol parking garages and lots, report any unsafe conditions, post warning notices, and recommend the issuance of parking tickets to violators. Where controlled parking exists, the contractor will keep a database of license plates belonging to county employees and when violators are identified, note violations in the data base and request removal of access for repeat violations. The successful offeror will respond to County staff calling with parking problems. Notification of violations will be coordinated with the County Security Manager's office and/or the agency's Security Coordinator.
- S. **Photo IDs and Security Access Card Maintenance** - Maintain secure custody of both the County photo ID and access card system, to include badging supplies and equipment. Issues County photo IDs and security access cards with appropriate signed paperwork. Ensures 24/7 access is not provided unless approved by the County Security Manager. Deletes and modifies security card access levels and parameters for existing employees. Disables access in the event of reported lost or stolen access cards. Maintains employee data base of security access levels. Provides card reader reports when requested by County Security Manager. Answers questions and provides daily guidance to agency Security Coordinators and conducts annual 100% inventory of all security access cards with each agency's Security Coordinator. Keeps access card data base updated and reports any maintenance issues or malfunctions immediately.
- T. **Post Orders and Standard Operating Procedures** - Officers will be familiar with the written policies and procedures governing security duties at each facility and post.
- U. **Reports and Records** - Prepares County required daily reports, including security officer logs and incident reports, in addition to contractor-required reports. Daily security officer logs, per site, include the reporting of all security activity and conditions during a routine shift, such as securing doors, conducting patrols, unsafe conditions, any security incidents that may occur such as accidents, thefts, fires, bomb threats, reports of lost items, unusual incidents and unlawful acts and provides the reports to county Security Manager the next work day. Daily logs and incident reports shall be typed, grammatically correct, have complete information and provided via e-mail. Contractor will notify the County Security Manager of any security incident requiring county attention and/or notification prior to the submission of a written report. Initiates preliminary investigative reports and testifies in various judicial and administrative proceedings on behalf of the County of Fairfax. Summary monthly and annual reports are also required. The annual report will include the contractor's projections, and noted trends, to include recommendations on how to reduce rate of particular incidents.
- V. **Roving Patrols** - Can either be conducted on foot or mobile. Makes patrols in accordance with routes and schedules (as developed in standard operating procedures and/or post orders) to include but not be limited to offices, grounds, garages, parking lots, and mechanical rooms as approved by the agency's Security Coordinator or designee. Immediately corrects, secures or arranges to correct security violations or mechanical malfunctions and initiates all necessary reports. Upon request, escorts employees to vehicles after normal business hours. Ensures that all external doors and all internal doors

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are locked after hours or opened at their designated times. Initiates appropriate action on recognition or notification of alarm activation. Identifies and reports incidents of apparent alarm abuse or system malfunctions and properly documents and reports occurrences. When requested by Department Security Coordinator and/or County Security Manager, provides intensified patrol of designated areas(s).

- W. **Safety and Access Control** - Assures safety of persons and property at the agency where assigned. Assures the physical security of the premises, controlling access to the facility, screening packages and bags, overseeing the conduct of persons in and around the building and assisting when protection of persons or property is required.
- X. **Securing Doors** - Responsible for opening, closing and securing suite office doors on all floors. **Note: This duty is not applicable at all locations. See individual modules/post orders for specific locations/doors.**
- Y. **Sign In/Sign Out Policy** - The officer shall check-in/out with the office or site manager or Department Security Coordinator when coming on or going off duty, in addition to checking in with the SOC. Lunch breaks should be taken on the premises when possible. **Note: This requirement is not applicable at the Government Center Complex.**
- Z. **Use of Force** - Under limited circumstances the security staff is authorized to use force. The use of force will be limited to situations in which the security staff must take such action to protect themselves or another person from bodily harm.

#### **23. SPECIAL EVENTS:**

- 23.1. Fairfax County has several special events during the year. The successful offeror is required to provide adequate staffing for planned special events. Special events will be coordinated with the successful offeror in advance and will require overtime support and services. Special events include but are not limited to Celebrate Fairfax in June and the SMILES tax season in September.
- 23.2. Services provided during special events are mainly access control and roving. Additional special events include but are not limited to staffing agency space when potential workplace violence situations are indicated, conducting fire watch and/or manning lobby posts past closing time due to evening meeting requirements.

#### **24. EMERGENCY RESPONSE/THREAT LEVEL:**

- 24.1. When the County's threat level is raised, the successful offeror will be required to provide additional staffing as determined by the County Security Manager and County's Office of Emergency Management. Offeror is expected to provide:
- 10% of staffing within 2 hours.
  - 20% of staffing within 4 hours.
  - 50% of staffing within 24 hours.
- 24.2. Each county facility has a building emergency response plan which includes actions and responses assigned to the contract security officer force assigned to each facility. The successful offeror will ensure that these requirements are included and written into the post orders at each location and that each officer is aware of their emergency response actions prior to assuming a post. Emergency response actions may include assisting with evacuating personnel from the building in the event of fire, ensuring that any public safety/first responders are assisted as needed with access, and/or locking doors and elevators in the event of a shelter event, etc. Security officers should also be aware of employee actions in the event of an emergency at the facility to which they are assigned.

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- 24.3 The successful offeror will play a significant role in the County's Work Place Violence Program. Familiarity with OSHA Directive # CPL 02-01-052, effective September 8, 2011, is required. Officers will be responsible for identification of threats, first response to incidents, initial stabilization, filing reports, and daily maintenance of trespass orders. Management staff will be responsible for investigation duties as assigned and training of County and offeror staff.

**25. REPORTS:**

- 25.1. Reports required daily: Security officer logs from each location. Remote site officer logs are provided to the designated agency Security Coordinator. Larger sites, such as the Government Center Complex and South County are provided to the County Security Manager. Additional distribution may be required, such as to Facilities Management Department when maintenance issues are noted.
- 25.2. Security Incident Reports are completed by end of security officer's shift and are provided within 24 hours to the County Security Manager. Offeror shall utilize the county's incident reporting system (Awareity).
- 25.3. Monthly summary of security incidents. Provided each month to the County Security Manager, summarizes security incidents by location.
- 25.4. Annual Report of Security Incidents. Computes number of incidents by type and analyzes security incidents noting any trends, includes comparison from previous year(s), and details corrective actions and proposed recommendations.
- 25.5. Turnover Summary Report. Provided to County Security Manager quarterly. Contractor will provide percentage of attrition since the last reporting period, to include the number of officers that have left the employment of the offeror during the reporting period and reason for the loss. Contractor should also note any corrective actions taken to reduce the attrition rates, and provide an annual summary of all 4 quarters.

**26. STANDARD OPERATING PROCEDURES/POST ORDERS:**

- 26.1. The successful offeror will be provided with written policies and procedures for each facility/site requiring security services (see definitions). These must be approved by county Security Manager and are open to inspection by the Department/Facility Security Coordinator and County Security Manager at any time. The SOPs and post orders shall be reviewed annually by the contractor with the Security Coordinator and updated as needed to ensure a safe and secure working environment. The contractor shall provide an updated copy of the SOP/post orders to the Security Coordinator and the County Security Manager annually.

**27. MODULE A – OFFICE OF THE SHERIFF:**

- 27.1. All security officers working at the Public Safety Complex are unarmed. Officers are assigned to the Judicial Center, Post 99 and several satellite courts. Specific officer responsibilities include but are not limited to screening of all personnel and bags using government furnished X-ray scanner machines and magnetometers, screening for loading dock deliveries and parking lot access. See section 22 for additional general responsibilities.
- 27.2. All security officers assigned to this facility must submit to and pass a criminal background record check to be conducted by the Sheriff's Office, prior to assignment to this facility. This is in addition to the offeror pre-hire background check.
- 27.3. All security officers working at facilities under this module must hold US citizenship.

**SPECIAL PROVISIONS****27.4. LOCATIONS:**

Jennings Building (Judicial Center): Monday through Friday  
4110 Chain Bridge Rd, Fairfax, VA

- a. \*District Courts in Fairfax City: Tues. & Thurs.  
10455 Armstrong St., Fairfax, VA
- b. \*Town of Herndon: Wednesday  
730 Elden St., Herndon, VA
- c. \*Town of Vienna: Monday  
127 Center St., Vienna, VA

*\* Please note that coverage at the district courts does not end until the court docket has finished for the day. Average end time is noon. However, court has been known to end as late as 4:30 pm. Contractor must ensure position is filled until court ends for the day.*

- d. Satellite Security Post (Post 99): Monday through Friday  
4110 Chain Bridge Rd., Fairfax, VA  
Located between the Garage A and the Jennings Building (Judicial Center). (Back entrance is accessible for deliveries and for individuals that do not have access for normal security entrance).

**27.5. OBJECTIVES: SECURITY OFFICERS ARE REQUIRED TO MEET THE FOLLOWING OBJECTIVES:**

- a. It is recommended that each offeror become familiar with and take into consideration site conditions that may affect the services being provided
- b. A security officer of supervisor grade is mandatory at each location and for the duration of any given shift. Provide shift security services five (5) days a week, including, but not limited to entry screening security (Hand Wands, Magnetometer, and X-ray scanner).
- c. Normal working hours shall be 32-40 hours per week per officer. Overtime hours must be approved by Office of the Sheriff and the County Security Manager.
- d. On-site supervisors consist of one (1) Captain, two (2) Lieutenants, and one (1) Sergeant. All supervisors are hourly and must be on-site during peak periods. The Assistant Project Manager/Trainer has an office at the Courthouse and the Government Center.

**27.6. SPECIFIED DUTIES TO BE PERFORMED BY SECURITY OFFICER (S) FOR THE OFFICE OF THE SHERIFF:**

The successful offeror shall be responsible for but not limited to the following specifications, in addition to those duties stated in section 22 that are applicable to Court Office Buildings and satellite locations.

- a. The successful offeror's personnel will operate an x-ray scanner machine in the court facilities, using certified and trained individuals (see section 16 for training requirements). They will pass each article of hand carried luggage through the x-ray machine and insure that weapons or other contraband are not present. If an illegal object is detected, they will summon a deputy sheriff to take control of the situation. They will stop the X-ray machine trapping the suspected item in the machine before summoning a deputy to prevent access of the suspected item into the Courthouse. Any questionable items or persons should remain at the guard post and a member of the Office of the Sheriff summoned immediately to investigate. Preventing the introduction of unwanted persons and/or contraband is essential.

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- b. Due to the specialized training required for X-ray screeners, the requirement to remain technically proficient in their training, and the large number of personnel (over 5000 average per day) and bags screened daily, the successful offeror will provide specialized training to all staff assigned to this post.
- c. Officers will identify, tag and store restricted items until the owner departs the court facility. (This does not include contraband.) The successful offeror is responsible for all tagged items in their possession until returned to the owner. Any missing items are the responsibility of the successful offeror to replace or make restitution. See post orders for specific restricted items.
- d. The successful offeror's personnel assigned to the magnetometers (metal detectors) will insure that all persons entering a court facility remove all loose items from pockets before passing through a magnetometer. If the magnetometer sounds off, the contractor will have the individual pass through the magnetometer again. If they clear the magnetometer, the contractor will allow them access to the facility. If they are unable to successfully pass the magnetometer, the security officer will utilize a hand-held wand to clear the individual. If security is unable to successfully clear the individual with the hand- held wand, he/she will summon a security deputy sheriff to take control of the individual and the situation.
- e. Must provide typed monthly and yearly statistical reports. These reports should include but are not limited to monthly counts of contraband confiscated and a count of citizens who enter the building. Daily security officer reports are provided to the Office of the Sheriff and must include the date, times and the names of the officers assigned to each post. Monthly and yearly statistical reports are provided to the County Security manager and the Office of the Sheriff.
- f. A security supervisor or above rank, must meet quarterly with the Sheriff's Office to review performance and discuss any security issues.
- g. The United States, Commonwealth of Virginia, and Fairfax County flags will be raised and lowered at request of Federal, State and/or County direction. (see section 22.m).

**SPECIAL PROVISIONS****MODULE A: OFFICE OF THE SHERIFF**

<b>Jennings Building (Judicial Center): 4110 Chain Bridge Rd., Fairfax, VA</b> Sheriff's Magnetometer Security Station (FMD Consolidated)							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs.</b>	<b>Hrs./Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
Captain	1	Mon-Thu	4	0630 – 1630	10	40	Mag #1
Lieutenant	1	Fri	1	0630 – 1630	10	10	Mag #1
Lieutenant	1	Mon – Fri	5	0630 – 1630	10	50	Mag #1
Sergeant	1	Mon – Fri	5	0630 – 1630	10	50	Mag #2
SO #2	8	Mon – Fri	5	0630 – 1630	10	400	Mag #1
SO #2	2	Mon – Fri	5	1600 – 2400	8	80	Mag #1
SO #2	1	Mon – Fri	5	0630 – 1630	10	50	Mag #2
SO #2	1	Mon – Fri	5	0630 – 1630	10	50	Mag #3
SO #2	1	Mon – Fri	5	0630 – 1730	11	55	Post 99
<b>Total</b>						<b>785</b>	

<b>City of Fairfax – Satellite Court: 10455 Armstrong St., Fairfax, VA (FMD Consolidated)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #2	2	Tue & Thu	2	0800 – 1300	5	20	
<b>Total</b>						<b>20</b>	

<b>Town of Herndon – Satellite Court: 765 Lynn St., Herndon, VA (FMD Consolidated)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #2	4	Wed	1	0800 – 1300	5	20	
<b>Total</b>						<b>20</b>	

<b>Town of Vienna – Satellite Court: 127 Center St., Fairfax, VA (FMD Consolidated)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #2	2	Mon	1	0800 – 1300	5	10	
						<b>10</b>	

<b>Historic Courthouse: 4000 Chain Bridge Rd., Fairfax, VA (FMD Consolidated)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO2	1	Mon & Thu	1	1600 – 2100	5	10	
SO2	1	Sat	1	0900 – 1700	8	8	
SO2	1	Sun	1	0900 – 1800	9	9	
						<b>27</b>	

<b>MODULE A</b>	
<b>Position</b>	<b>Hrs/Week</b>
Captain	40
Lieutenant	60
Sergeant	50
SO #2	712
<b>Total</b>	<b>862</b>

**SPECIAL PROVISIONS****28. MODULE B –FACILITIES MANAGEMENT DEPARTMENT (FMD):****28.1 Fairfax County Government Center: 12000 Government Center Parkway Fairfax, Virginia 22035**

- a. The Fairfax County Government Center is a multi-storied office building housing County agencies. It is comprised of two underground parking levels and a loading dock, five office levels and a sixth level, housing air handling and other mechanical equipment, referred to as the penthouse. The building contains a cafeteria, fitness center, auditorium, data center, alternate emergency operations center and conference center. There is heavy public access for services, during normal business hours, after hours and on the weekends.
- b. The grounds immediately surrounding the Government Center are grass covered, landscaped, and allow for almost unobstructed visual surveillance of the building from the outside. To the west and south is a large parking area. To the north and east, beyond the maintained area, is a wooded tract within which are found gravel and footpaths as well as three small ponds. These adjacent areas are also part of the Government Center grounds.
- c. The Government Center is staffed by contract security 7 days a week, 24 hours a day. The Security officers are responsible for monitoring alarms and remote camera systems from the control room, and dispatching security officers and/or Government Center Staff to various calls for service at the Government Center Complex, which includes the Pennino and Herry office buildings and Public Safety Headquarters located across the street (respectively, 12011, 12055 and 12099 Government Center Parkway).
- d. Security Officers working at the Government Center complex are responsible for all the general responsibilities detailed in section 22. Additional responsibilities include turning on and off computerized lighting systems as required, requested and directed by County staff, and checking and monitoring all elevator phones and garage intercoms daily for proper operation.
- e. Security officers should be aware that many agencies have employees in the building twenty-four (24) hours a day (contracted custodial staff, computer operations center personnel, etc). The majority of public activity occurs during normal business hours (8:00 a.m. to 4:30 p.m., Monday through Friday). Due to the nature of some activities conducted at the Government Center, citizens and staff may often be in the building before and after normal working hours and on weekends. These activities include public meetings and public hearings, fitness center classes, training classes, conferences, seminars, etc. Frequently conferences, special events and meetings are held in the evenings and on weekends with high public attendance.
- f. The Government Center Complex is equipped with a state-of-the-art Security Access Control System. The WINPAK-PE software system is operated by contract security and used to activate proximity cards for county staff in multiple facilities. The control room operator's station in the control room is linked to a circuit of door contact alarms, intrusion detectors, card readers, duress-panic alarms and interior and exterior cameras in order to monitor activity and response throughout the complex.
- g. The Security Access Control System operated by contract security permits computerized control over entry to most areas of the Government Center and the main entry doors and elevators at the Public Safety Headquarters, Pennino and Herry Buildings. It provides both audible and visual alarms to the control room operator of attempts at unauthorized access and is capable of generating reports about such incidents. The system also has record-keeping capabilities about requests for access and reasons for denial. Contract security will often be asked to generate card reader activity reports for the County Security manager.



**SPECIAL PROVISIONS**

- h. There are twenty-nine (29) Emergency Call Phone (ECP) actuators/intercoms located on columns in each underground parking level. The ECP is a speaker phone type device which, once activated, allows a caller to speak directly to the Control Room and, conversely, allows the Control Room to hear anything occurring in the vicinity of the activated ECP. There are fifteen elevators located throughout the Government Center. Each elevator has an emergency phone that is linked directly to the control room. It is the responsibility of the successful contractor to become fully familiar with the location of all ECP's and elevator operations and to report problems appropriately and to respond to emergency calls promptly.
- i. Additional responsibilities include: X-ray screening of all packages and bags, arriving by mail or with persons that enter the loading dock and/or front lobby entrance of the building. Mobile patrolling of exterior and interior parking lots of the complex, assisting motorists and noting suspicious activity. Contract Security provides administrative support for the fingerprinting of new County employees, processing of fingerprints and reporting of results to requesting agencies.
- j. Contract security office space provided by Fairfax County is located in this facility and consists of project manager's office, space for administrative and assistant project managers, and space for photo IDs, fingerprinting and processing of security access cards. Additionally, the main control room is located on the 2<sup>nd</sup> floor of the building.
- k. **Government Center Information Summary:**
- |                            |                         |
|----------------------------|-------------------------|
| Total Land Acres           | 100 Acres               |
| Gross Office Space         | 675,000 Square Feet     |
| Gross Floor Area in Garage | 395,000 Square Feet     |
| Parking Spaces (Garage)    | Approximately 1,050     |
| Parking Spaces (Outside)   | Approximately 1,750     |
| Conference Center          | 11 rooms                |
| Board Auditorium           | Approximately 400 Seats |
| Number of Employees        | Approximately 1,800     |

28.2 **Pennino Building- Department of Administration for Human Services**  
**(Human Services Center): 12011 Government Center Parkway, Fairfax, Virginia 22035**

- a. The Pennino Building (Human Services Center), a 10-story office building housing County agencies, is located across the street from the Government Center and is one of three buildings that comprise the Government Center complex. Building access is controlled by the same access card system as the Government Center. Card readers are located at the front and rear entrances and on most floors in the facility. The elevators are access card controlled in the evenings and on weekends. There is heavy public access for services. Meetings may also occur in the evenings and on weekends with residents in attendance. The building contains a Child Care Center and has a playground outside.
- b. In addition to general duties as outlined in section 22, contract security in the lobby provides information and general screening of staff, guests and visitors to the facility during normal hours of operation. Additional duties include opening of the loading dock for deliveries, opening and/or securing the front and back lobby doors of the facility, and roving the floors of the building after hours to ensure doors are locked. Contract security also provides an immediate response when called by the agencies for emergency situations such as irate clients that must be escorted out of the facility.
- c. Gross floor area in Building: Approximately 255,000 Sq. Ft.  
 Number of Employees: Approximately 800

**SPECIAL PROVISIONS****28.3. Herrity Building: 12055 Government Center Parkway Fairfax, Virginia 22035**

- a. The Herrity Building, a 10-story office building housing County agencies, is located across the street from the Government Center and is one of three buildings that comprise the Government Center complex. There is a cafeteria, which is open to the public, located on the first floor. The primary responsibility of the security officer is lobby level general screening of staff, guests and visitors to the facility during assigned hours of operation, Monday through Friday. Security Officers are also responsible for checking all elevator phones daily for proper operation. Building access is controlled by the same access card system as the Government Center. Card readers are located at the front and rear entrances. The elevators are access card controlled in the evenings and on weekends. There is heavy public access for services. Meetings may also occur in the evenings and on weekends with residents in attendance.
- b. In addition to general duties as outlined in section 22, additional duties include opening the loading dock for deliveries, opening and/or securing the front and back lobby doors of the facility, and roving the floors of the building after hours to ensure department doors are locked. Each agency is separately key-locked. Unlocked doors will be secured and noted in the daily security officer's log. Contract security also provides an immediate response when called by the agencies for emergency situations such as irate clients that must be escorted out of the facility.

Gross Footage in Building:	Approximately 231,000 Sq. Ft.
Number of Employees:	Approximately 800
Cafeteria:	Approximately 150 Seats
Normal hours of operation:	5:45 am to 6 pm, Monday through Friday

**28.4. Public Safety Headquarters: 12099 Government Center Parkway Fairfax, Virginia 22035**

- a. The Public Safety Headquarters (PSHQ) is a nine-story building (eight occupied levels, plus a mechanical penthouse) next to the Herrity Building. The facility has public access from Government Center Parkway, and has authorized garage access to a five-story parking garage from Random Hills Road. The building serves as the new headquarters for both the Police Department and the Fire and Rescue Department.
- b. In addition to general duties as outlined in section 22, additional duties include processing and screening of visitors, opening the loading dock for deliveries, opening and/or securing the front and back lobby doors of the facility, and roving the floors of the building after hours to ensure department doors are locked. Each agency is separately key-locked. Unlocked doors will be secured and noted in the daily security officer's log. Contract security also provides an immediate response when called by the agencies for emergency situations such as irate clients that must be escorted out of the facility.

Gross Footage in Building:	Approximately 231,000 Sq. Ft.
Number of Employees:	Approximately 800
Normal hours of operation:	7:00 am to 6:00 pm, Monday through Friday

- c. **Control Desk:** The control desk shall be the primary visitor control point.
1. Contract security officers shall maintain a system of identifying and badging all visitors entering and exiting the building. Visitors shall be restricted to a specific area where they have business and a visitor's pass shall be issued. The officer will verify identification and issue the visitor's pass that shall state "escort required" or "no escort required."
  2. If a visitor cannot be accounted for, then a security supervisor shall be notified. The supervisor shall contact the secondary contact point where the unaccounted visitor was authorized to visit and inquire as to the visitor's whereabouts, etc. The Control

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Desk officer shall assist the security officer at the "A" Level entrance position when necessary.

3. Contract security officers shall receive and respond to requests from employees and visitors for assistance.
  4. Contract security officers shall report any potentially hazardous conditions and items in need of repair to Facilities Maintenance Department.
  5. Contract security will ensure that the facility Security Coordinator is notified and kept informed of any security related incident at the Massey building.
  6. The contract security officers shall raise and lower the United States, Commonwealth of Virginia and Fairfax County flags in front of PSHQ at the beginning and end of each shift. See section 22.1M.
- d. **Emergencies:** In case of an emergency condition, the contract security officer shall immediately contact the Facility Security Coordinator (Commander, Technical Support Division, Technical Services Bureau of the Police Department, 703-246-4201 or 4235). In the event the Facilities Security Coordinator is unavailable, then the contract security officer must immediately contact the Department of Public Safety Communications supervisor at 703-280-0840 or call 911. SOPs will specify contract security officer's actions to address a variety of emergency situations. Below are examples of specific incidents that should be considered emergencies:
- An illegal concealed weapon is discovered and seized by security officers.
  - A bomb or suspicious package is found, or a bomb threat or an explosion occurs, resulting in the evacuation of the building if appropriate to the situation.
  - Demonstrations/Civil Disturbances.
  - Suspicion of any potential terrorist activity or crime in progress.
  - Anything which a prudent person would consider an emergency.
- e. **Standard Operating Procedures:** SOPs for the Public Safety building shall be maintained in writing at the Control Desk. This book is open to inspection by the Facility Security Coordinator at any time. The SOPs shall be reviewed annually by the contractor with the facility Security Coordinator and updated as needed to insure a safe and secure working environment. The contractor shall provide an updated copy of the SOP to the Facility Security Coordinator and the County Security Manager annually. See SOPs for additional site requirements.

28.5. **Parking: Pennino, Herrity and Public Safety Headquarters**

The grounds around the Herrity Building, the Pennino Building and the Public Safety Headquarters are grass covered, landscaped, open and include a playground, fountain and pond. To the east is a parking lot, and to the south and west are three adjacent five-level structured parking garages each with stairwells and elevators. The parking garages are monitored by exterior cameras (PSHQ garage is access-controlled) from the Government Center control room.

Parking Spaces (Garage):	2,650
Parking Spaces (Outside):	300

28.6. **OBJECTIVES: ARMED AND UNARMED SECURITY OFFICER(S) ARE REQUIRED TO MEET THE FOLLOWING OBJECTIVES:**

- a. It is recommended that each offeror become familiar with and take into consideration site conditions that may affect the services being provided.
- b. All contract security officers working at the Government Center must hold US citizenship.

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- c. Fairfax County Government Center: Provide twenty-four (24) hour security services, seven (7) days a week, including, but not limited, to the following:
- ❖ Control Room Operator: Minimum one position, 24 hrs/day and 7 days/week.
  - ❖ Front Lobby: 8 am - 6 pm, six days a week, except Holidays. Armed position.
  - ❖ Mobile Patrol: one position, 24 hrs/day, and 7 days/week.
  - ❖ ID Administrator: 8:30 am – 4:30 pm, M-F. Administer the photo ID, access cards, and fingerprinting operations.
  - ❖ Security Specialist: Monday – Friday; Business Hours or as needed.
- d. Pennino Building: Provide security services, five days a week, including but not limited to the following:
- ❖ Roving Patrol and Information Desk
- e. Herrity Building: Provide security services, five days a week, including but not limited to the following:
- ❖ Lobby and Roving Patrol
- f. Public Safety Building: Provide security services, five days a week, including but not limited to the following:
- ❖ Lobby and Roving Patrol
  - ❖ Screening and Bag Search
  - ❖ Loading Dock
- g. Holiday coverage is not to be included in the above schedules, except for the control room which is staffed 24/7. For reference see Board-approved County Holiday schedule.

28.7. **SPECIFIED DUTIES TO BE PERFORMED BY SECURITY OFFICER(S) AT THE GOVERNMENT CENTER COMPLEX (GOVERNMENT CENTER, PUBLIC SAFETY HEADQUARTERS, PENNINO BUILDING AND THE HERRITY BUILDING):**

The successful offeror shall be responsible for but not limited to the following specifications, in addition to those duties stated in section 22 that are applicable to the Government Center Complex.

- a. **Conduct and General Procedures** - The successful offeror will enhance the safety of persons and property at the Fairfax County Government Center Complex by maintaining a professional presence while overseeing the physical security of the premises, controlling access as directed to the facilities, overseeing the conduct of persons in and around the facilities and assisting when protection of persons or property is required. The successful offeror will be aware of and honor the confidential nature of the work conducted in the Government Center, Public Safety Headquarters, Pennino Building and the Herrity Building. The successful offeror will have a visible presence in public areas of the buildings during peak periods of activity. This will include having a person stationed in the main lobbies of each building to observe activities, conduct screening, and provide general assistance to the public at times specified. While on duty, all assigned personnel must be in constant contact with the main control center staff and supervisory staff through radios and/or cell phones in addition to pagers.
- b. **Roving Patrols on foot and mobile** - Makes patrols in accordance with routes and schedules (as developed in SOP's) to include but not limited to offices, grounds, garages, parking lots, and mechanical rooms. Immediately corrects, secures or arranges to correct security violations or mechanical malfunctions and initiates all necessary reports. Upon request, escorts employees to vehicles after normal business hours. Additionally, responds to the loading dock in the absence of the dock master. Ensures that all external doors and all internal doors are opened and/or locked at their designated times and in

**SPECIAL PROVISIONS**

accordance with established policies and procedures. Initiates appropriate action on recognition and/or notification of alarm activation.

- c. **Standard Operating Procedures** – SOP's and Post Orders for the Government Center Complex are developed, and will be maintained, and updated as necessary both on the shared computer drive locations and in hard copy in locations easily accessible and available for security officers and County staff to review at any time. The SOPs shall be reviewed annually by the contractor and updated as needed with each Security Coordinator at the facilities identified in the modules to insure a safe and secure working environment at the Government Center Complex. All changes will be coordinated with the County Security Manager prior to implementation.
- d. **Reports and Records** - All Officers must file security reports when needed.
- e. **Control Room/Base of Operations** - (staffed 24/7) Monitors and operates Government Center Complex building security systems and monitors fire alarm systems and other protection devices and/or building equipment on a 24-hour basis and provides routine updated reports to the County Security Manager. Security guards are responsible for checking and monitoring all elevator phones daily for proper operation. Receives and responds to requests from employees and visitors for assistance. Receives and responds to all after-hours and weekend requests for maintenance and makes necessary calls to on-call maintenance personnel to advise them of the problems.
- f. **Operates and Maintains Security Control Systems Information** - Operates and maintains system information for all computerized access control systems integral to the operation of the Government Center Complex. Successful offeror will maintain accurate documentation of all actions taken that correct or modify the systems. Others shall perform maintenance of the security systems equipment. The successful offeror will coordinate all security maintenance issues with the FMD point of contact.
- g. **Operating X-Ray Machines and Magnetometers** - Operate X-Ray machines and magnetometers at times and locations in the Government Center as directed by the County and in accordance with established policies and procedures. Personnel, packages and mail will be screened in accordance with the level of security measures necessary but at a minimum with screening of all deliveries (packages and mail) coming through the loading dock. Basic duties shall include completion of machine inspection, reporting results in the log sheets, and weekly cleaning.
- h. **Access Card and Identification Badging System Maintenance** - Contractor provides an ID Administrator position to provide administrative support to maintain secure custody of system access, provide and issue security access cards and County photo IDs at the Government Center Complex to new employees as authorized. Deletes and modifies card access levels and parameters for existing employees. Disables access in the event of lost and stolen access cards. Annually verifies accuracy of access listings with agency Security Coordinators. Maintains data electronically. Contractor will ensure this position is filled by a US citizen.
- i. **Parking.** The successful offeror will respond to County staff calling with parking problems. Notification of violations will be coordinated with FMD and the Police in accordance with SOPs. Successful offeror will be responsible for maintaining databases to assist in the identification of violators and will work with the Security Coordinators to identify those vehicles not listed in the database. All actions will be noted in appropriate daily logs in accordance with SOPs.
- j. **Board Auditorium/Conference Center** - As needed.
- k. **Access to Locked Areas** - As needed.

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- l. **Attend Meetings** - The contractor project manager must be available to participate in long-range and strategic planning sessions and is expected to provide advice and technical security expertise in discussions regarding strategies for the development of new County facilities or relocation of existing County employees or services
- m. **Emergencies** - At no time shall the control room at the Government Center Building ever be left unattended even during an emergency. Coverage may be allowed for under 10 minutes by using a wireless phone, and by having PSTOC Security Officers cover the alarms using the access control system. Staff on duty in the control room will notify County staff in accordance with established emergency plans and operation procedures.
- n. **Injury or Illness** - Obtains professional assistance in the event of injury or illness to any County employees or any citizens in the building or on the grounds. Shall render first aid, AED and CPR in emergency situations and is expected to properly assist medical and law enforcement personnel as necessary
- o. **Flags** - The United States, Commonwealth of Virginia and County of Fairfax flags will be raised and lowered, and placed at half-staff and returned to full-staff, as necessary and in accordance with directives from the County.
- p. **Additional Duties** - Turns on and off computerized lighting system as required, requested and directed by County staff, checks designated safe locations and secure cabinets, and doors and enforces energy conservation instructions. From time to time the security staff may be called upon to assist visitors with room accommodations, directions, information packets, etc. as necessary. Issues and receives motor pool vehicle keys after hours. Monitor contract cleaning team to ensure compliance with security procedures. Occasionally issues assisted listening devices to building visitors attending meetings as needed. Ensures that the "No smoking" policies for the building are enforced.

**MODULE B: FAIRFAX COUNTY GOVERNMENT COMPLEX**

All Module B Uniformed Officers are Armed.

<b>Government Center: 12000 Government Center Pkwy, Fairfax, VA (FMD Consolidated)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs.</b>	<b>Hrs./Shift</b>	<b>Total Hrs./Week</b>	<b>Notes</b>
SOC / Lieutenant	1	Mon – Sun	7	0000 – 2400	24	168	
SO #3	1	Mon – Sat	6	0800 – 1800	10	60	
SO #3	1	Thu	1	1800 – 1830	.5	.5	
SO #4 / WPV	1	Varies	5+	Varies	40	40	
SO #4 Mobile Patrol	1	Mon – Sun	7	1600 – 0800	16	112	
SO #4 Mobile Patrol	1	Sat – Sun	2	0800 – 1600	8	16	
Capt./Mobile Patrol	1	Mon – Fri	5	0800 – 1600	8	40	
<b>Total</b>						<b>436.5</b>	

<b>Herrity: 12055 Government Center Pkwy, Fairfax, VA (FMD Consolidated)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs.</b>	<b>Hrs./Shift</b>	<b>Total Hrs./Week</b>	<b>Notes</b>
SO #3	1	Mon – Fri	5	0730 – 1800	10.5	52.5	
<b>Total</b>						<b>52.5</b>	

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<b>Pennino: 12011 Government Center Pkwy, Fairfax, VA (FMD Consolidated)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs.</b>	<b>Hrs./Shift</b>	<b>Total Hrs./Week</b>	<b>Notes</b>
SO #3	1	Mon – Fri	5	0800 – 1700	9	45	
<b>Total</b>						<b>45</b>	

<b>Public Safety Headquarters: 12099 Government Center Pkwy, Fairfax, VA (FMD Consolidated)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs.</b>	<b>Hrs./Shift</b>	<b>Total Hrs./Week</b>	<b>Notes</b>
SO #4 Sgt / Front Deck	1	Mon – Fri	5	0630 – 1430	12	40	
SO #4 Front Deck	1	Mon – Fri	5	0800 – 1600	12	40	
<b>Total</b>						<b>80</b>	

<b>Administration: 12000 Government Center Pkwy, Fairfax, VA (FMD Consolidated)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
Senior - ID Administrator	1	Mon – Fri	5	0830 – 1630	8	40	Hourly/ Admin
Security Specialist	1	Mon – Fri	5	0830 – 1630	8	40	Salaried/ Admin
Field Manager – Captain	1	Mon – Fri	5	0830 – 1630	8	40	Hourly/ Armed
APM – Scheduler	1	Mon – Fri	5	0800 – 1600	8	40	Salaried/ Armed
APM – Roving Mgr	1	Mon – Fri	5	0800 – 1600	8	40	Salaried/ Armed
APM – Trainer/ Public Safety Center	1	Mon – Fri	5	0800 – 1600	8	40	Salaried/ Armed
Security Consultant	1	Mon – Fri	5	0800 – 1600	8	40	Salaried
Project Manager	1	Mon - Fri	5	0800 – 1600	8	40	Salaried/ Armed
						<b>320</b>	

<b>MODULE B</b>	
<b>Position</b>	<b>Hrs/Week</b>
SO #3	158
SO #4	208
SO #4 / Sgt	40
SO #4 / Capt	40
SOC / Lieutenant	168
Senior – ID Admin	40
Field Mgr / Capt	40
Security Specialist	40
APMs	120
Security Consultant	40
Project Manager	40
<b>Total</b>	<b>934</b>

**SPECIAL PROVISIONS****29. MODULE C – HUMAN SERVICES (Satellite Locations)****29.1 BACKGROUND:**

The Department of Administration for Human Services (DAHS) supports human services programs that serve low income residents, persons with disabilities, seniors needing assistance, persons seeking and obtaining health care and recreation activities, families needing child care, youth, and persons needing housing and assistance with meeting basic needs. Services are provided in collaboration with fellow human services departments, as well as with community organizations, nonprofits, a wide variety of service providers, and our corporate County agencies.

For the purpose of this RFP, the Department of Administration for Human Services (Human Services) shall include all Human Service support agencies and groups.

Duties at all sites will include the following unless otherwise stated: provides visual presence, patrols the facility, and responds to incidents and takes required action to mitigate threats and issues, and investigates and files reports.

**SATELLITE LOCATIONS:**

- a. Alcohol Safety Action Program (ASAP)  
10640 Page Ave., Suite 400  
Fairfax, VA 22030
- b. Bailey's Health Clinic  
5920 Summers Lane  
Falls Church, VA
- c. Carey Building DFS and Mental Health Clinic  
8136 Old Keene Mill Road  
Springfield, VA
- d. Gartlan Mental Health Center  
8119 Holland Road  
Alexandria, VA
- e. Heritage (Annandale) Department of Family Services  
7611 Little River Turnpike  
Annandale, VA
- f. Historic Courthouse (JDR Court Support)  
4000 Chain Bridge Rd  
Fairfax, VA
- g. Joseph Willard  
3750 Old Lee Hwy  
Fairfax, VA
- h. Lake Anne Professional Building (DFS)  
11484 Washington Plaza West, 4th Floor  
Reston, VA
- i. Merrifield CSB Center  
8221 Willow Oaks Corp. Drive  
Fairfax, VA



**SPECIAL PROVISIONS**

- j. North County Human Service Center (DFS)  
1850 Cameron Glen Drive  
Reston, VA
- k. North County Human Service Center- (NW Mental Health)  
1850 Cameron Glen Drive  
Reston, VA
- l. North West Mental Health Center- Chantilly Office  
14150 Park East Circle, Suite 200  
Chantilly, Virginia 20151
- m. Old Mount Vernon High School (OMVHS)  
8333 Richmond Hwy.  
Alexandria, VA
- n. Reston Community Center (RCC)- Hunter Wood  
2310 Colts Neck Rd.  
Reston, VA
- o. Reston Community Center (RCC)- Lake Anne  
1609 A Washington Plaza North  
Reston, VA
- p. South County Government Center  
6301 Richmond Highway  
Alexandria, VA
- q. Woodburn Center for Community Mental Health  
3340 Woodburn Road  
Annandale, VA 22003

29.2. **OBJECTIVES and SPECIFIED DUTIES: ARMED/UNARMED SECURITY OFFICER (S) ARE REQUIRED TO MEET THE FOLLOWING OBJECTIVES**

- a. It is recommended that each offeror become familiar with and take into consideration site conditions that may affect the services being provided.
- b. See officer's duties in accordance with section 22 and post orders for each facility.
- c. Officers assigned to the Human Services facilities must be able to exercise patience and understanding with consumers who because of their illnesses, may have special needs. Officers should have good communication skills and skills in conflict resolution and crisis de-escalation in order to assist consumers who may appear to be agitated or disorganized. Infrequently a consumer may be potentially assaultive to the officer or others at the facility. Contract security will call 911 and request assistance if required and document all security incidents. In some cases, a mental health system staff member, if available, may be asked to help defuse a tense situation.
- d. In accordance with HIPAA compliance and security requirements, officers working at DFS, CSB and Department of Health facilities must ensure confidentiality of records and patient/client information at all times.
- e. If post orders require, sign in and out visitors and clients to the facility and locate patient records and provide to attending physician.
- f. Most positions will require both roving patrol and security desk responsibilities. See post orders for additional specified duties.

**SPECIAL PROVISIONS**

- g. Some CSB facilities are open on holidays. The contractor is required to staff at those facilities that are open during holidays.
- h. At the South County Government Center, security is required to operate a mini-control room, located at the lobby desk, with tasks to include monitoring and responding to building alarms and monitoring cameras and card reader transactions. (See section 22.1J and Section 28.1 Government Center complex responsibilities for requirements of a control room operator).
- i. Security will ensure that the facility Security Coordinator is notified and kept informed of any security-related incidents. Officers will document all security incidents and provide written reports in accordance with established security procedures.

**SPECIAL PROVISIONS****MODULE C: DEPARTMENT OF ADMINISTRATION FOR HUMAN SERVICES**

<b>ASAP: 10640 Page Ave., Suite 400, Fairfax, VA (FMD Consolidated)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs.</b>	<b>Hrs./Shift</b>	<b>Total Hrs./Week</b>	<b>Notes</b>
SO #2	1	Mon – Thu	4	1800 – 2200	4	16	
<b>Total</b>						<b>16</b>	

<b>Bailey's Health Clinic: 5920 Summers Lane, Falls Church, VA</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #2	1	Mon – Fri	5	0700 – 1100	4	20	
<b>Total</b>						<b>20</b>	

<b>Cary – Health Clinic: 8136 Old Keene Mill Road, Springfield, VA (Direct)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #2	1	Tue	1	1500 – 2100	6	6	
<b>Total</b>						<b>6</b>	

<b>Heritage – DFS: 7611 Little river Turnpike, Annandale, VA (Direct)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #2	1	Mon – Fri	5	0700 – 2130	14.5	72.5	
<b>Total</b>						<b>72.5</b>	

<b>Heritage (2) – DFS: 7611 Little River Turnpike, Annandale, VA (FMD Consolidated – Bill Back)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #2	1	Mon – Fri	5	0800 – 1600	8	40	
<b>Total</b>						<b>40</b>	

<b>Gartlan Mental Health Center: 8119 Holland Road, Alexandria, VA (FMD Consolidated – Bill Back)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #2	1	Mon, Wed- Thur	3	0800 – 2200	14	42	
SO #2	1	Tue	1	0800 – 1600	8	8	
SO #2	1	Tue	1	1200 – 2200	10	10	
SO #2	1	Fri	1	0800 – 1900	11	11	
SO #2	1	Fri	1	0800 – 2030	12.5	12.5	
<b>Total</b>						<b>83.5</b>	

<b>Historic Courthouse: 4000 Chain Bridge Rd, Fairfax, VA (see notes for billing)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #2	1	Mon – Fri	5	0700 – 1500	8	40	FMD
SO #2	1	Mon – Fri	5	1500 – 2130	6.5	32.5	FMD
SO #2	1	Sat	1	0900 – 1700	8	8	FMD – Bill Back
<b>Total</b>						<b>80.5</b>	

<b>Joseph Willard: 3750 Old Lee Hwy, Fairfax, VA (Direct)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #3	1	Wed	1	1500 – 1900	4	4	
<b>Total</b>						<b>4</b>	

**SPECIAL PROVISIONS**

<b>Lake Anne – DFS: 11484 Washington Plaza West, Reston, VA (FMD Consolidated)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #2	1	Mon – Fri	5	0700 – 1900	12	60	
<b>Total</b>						<b>60</b>	

<b>Merrifield: 8221 Willow Oaks Corp Drive, Fairfax, VA (See notes for billing)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
Lieutenant	1	Mon – Fri	5	0700 – 1500	8	40	FMD
Sergeant	1	Mon – Fri	5	1500 – 2300	8	40	FMD
SO #2 Lobby	1	Mon – Fri	5	0700 – 2300	16	80	FMD
SO #2 – Emer Serv	1	Mon – Sun	7	0000 – 2400	24	168	FMD – Bill Back
SO #2 - 2 <sup>nd</sup> Floor	1	Mon – Fri	5	1500 – 2130	6.5	32.5	FMD – Bill Back
SO #2 – 3 <sup>rd</sup> Floor	1	Mon – Fri	5	0730 – 1500	7.5	37.5	FMD – Bill Back
SO #2 – 4 <sup>th</sup> Floor	1	Mon – Fri	5	0700 – 1100	4	20	FMD – Bill Back
SO #2 – Evening Prgm	1	Mon – Thu	4	1630 – 2130	5	20	FMD – Bill Back
<b>Total</b>						<b>438</b>	

<b>North County – DFS Reston: 1850 Cameron Glen Drive, Reston, VA (FMD Consolidated)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #2	1	Mon & Wed - Thu	3	0800 - 1600	8	24	
SO #2	1	Wed & Fri	2	0700 - 1600	9	18	
<b>Total</b>						<b>42</b>	

<b>North County – DFS Reston (Hypothermia-Seasonal): 1850 Cameron Glen Drive, Reston, VA (FMD Consolidated)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #2	1	Mon – Fri	5	0700 – 0800	1	5	FMD
SO #2	1	Mon – Fri	5	1600 – 1700	1	5	FMD
<b>Total</b>						<b>10</b>	(Nov 1 – Apr 1)

<b>North County – NW Mental Health Center: 1850 Cameron Glen Drive, Reston, VA (FMD Consolidated – Bill Back)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #2	1	Mon	1	1600 – 2030	4.5	4.5	
SO #2	1	Tue – Thu	3	1600 – 2230	6.5	19.5	
SO #2	1	Fri	1	1600 – 1830	2.5	2.5	
<b>Total</b>						<b>26.5</b>	

**SPECIAL PROVISIONS**

<b>NW Mental Health Center – Chantilly: 14150 Park East Circle, Suite 200, Chantilly, VA (FMD Consolidated – Bill Back)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #1	1	Mon	1	1400 – 1830	4.5	4.5	
SO #1	1	Tue & Thu	2	1630 – 2200	5.5	11	
<b>Total</b>						<b>15.5</b>	

<b>Old Mount Vernon High School (OMVHS): 8333 Richmond Hwy, Alexandria, VA 22039 (FMD Consolidated)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #3	1	Mon – Thu	5	0800 – 2200	14	70	
SO #3	1	Sat	1	0845 – 2200	13.25	13.25	
<b>Total</b>						<b>83.25</b>	

<b>Reston Community Center – Hunterwoods: 2310 Colts Neck Rd., Reston, VA (Direct)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #1	1	Fri – Sat	2	1800 - 0030	6.5	13	
SO #1	1	Sun	1	1630 - 2030	4	4	
<b>Total</b>						<b>17</b>	

<b>Reston Community Center – Lake Anne: 1609 A Washington Plaza North, Reston, VA (Direct)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #1	1	Fri – Sat	2	1800 - 0030	6.5	13	
SO #1	1	Sun	1	1630 - 2030	4	4	
<b>Total</b>						<b>17</b>	

<b>South County Government Center: 8350 Richmond Highway, Alexandria, VA (FMD Consolidated)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #2	1	Mon – Sat	6	0700 – 2300	16	96	
<b>Total</b>						<b>96</b>	

<b>MODULE C</b>	
<b>Position</b>	<b>Hrs/Week</b>
SO #1	49.5
SO #2	901
SO #3	87.25
Lieutenant	40
Sargent	40
<b>Total</b>	<b>1,117.75</b>

<b>MODULE C (Seasonal) Nov 1 – Apr 1</b>	
<b>Position</b>	<b>Hrs/Week</b>
SO #2	10
<b>Total</b>	<b>10</b>

**SPECIAL PROVISIONS****30. MODULE D – DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES  
RESOURCE RECOVERY / COLLECTION & RECYCLE:****30.1 BACKGROUND:****a. DPWES- Solid Waste Collection and Recycling:**

Leaf Collection (Seasonal).  
Pine Ridge Park  
3401 Woodburn Road,  
Annandale, Virginia, 22003

Staffing requirements: SEASONAL: Nov - Jan  
Roving Patrol: One position  
Mon - Fri 4:00 p.m. - 6:00. a.m.,  
Sat 2:00 p.m. - 6:00 am.

Number of Hours Per Week: 130 or more

**b. DPWES - Solid Waste Disposal and Resource Recovery Sites**

I - 66 Transfer Station / Landfill I  
4618 West Ox Road  
Fairfax, VA

I - 95 Landfill / Landfill II (Lorton Landfill)  
9850 Furnace Road  
Lorton, Virginia

**c. DPWES - Noman Cole Pollution Control Plant (Lorton)**

9399 Richmond Hwy  
Lorton, VA

**30.2. OBJECTIVES: UNARMED SECURITY OFFICER (S) IS REQUIRED TO MEET THE  
FOLLOWING OBJECTIVES AND SPECIFIED DUTIES:**

- a. It is recommended that each offeror become familiar with and take into consideration site conditions, which may affect the services being provided.
- b. The successful offeror shall be responsible for but not limited to the general duties stated in section 22, in addition to specified duties at each DPWES facility.

**Leaf Collection (Seasonal)**: Provide shift security services seven days a week, including, but not limited to the following:

- c. Duty Area: The contract security officer is responsible for the protection of property and equipment parked at this site during the Fall Leaf Collection. Watch for unauthorized vehicles, tampering and unauthorized use of County equipment. If there is a problem of this nature, the officer must call either the security control room or the Fairfax County Police non-emergency number at 703-691-2131. In the case of an imminent threat, the officer should call 911. Give them your name, location and the nature of the problem. Use of County vehicles is prohibited for this duty.
- d. Time Period: Seasonal: Leaf collection runs for approximately ten (10) weeks beginning either the last week of October or the first week of November.

**SPECIAL PROVISIONS**

- e. Contract security officer is required to use either a personally owned vehicle or the successful offeror may utilize a contractor owned vehicle at the successful offeror's own expense. If a personal vehicle is used, the successful offeror will pay the officer for any gas purchased to operate the vehicle.
- f. Hours of Work: Contract security officer service will be required on all holidays and shall be considered as regular security hours (beginning to end).
- g. Security Service Notification: The contractor will be notified two (2) weeks in advance as to the exact date that the security officer is required (approximately the last week in October or 1<sup>st</sup> week in November). The contractor will be notified three (3) days in advance as when the service is to be terminated. Compensation will only be authorized for the time identified as directed by the County.

**DPWES - Solid Waste Disposal and Resource Recovery**: Provide shift security services seven days a week, including, but not limited to the following:

- h. Duty Stations: (I-66 Transfer Station, 4618 West Ox Road, Fairfax, Virginia 22030) and (I-95 Landfill, 9850 Furnace Road, Lorton, Virginia) The contract security officer is responsible for the protection of property, equipment and the detection of fire while on duty. Officer(s) must be alert for any and all problems that may have a direct bearing on the security of the I-95 Landfill and I-66 Transfer Station. The I-66 Transfer Station Complex includes but is not limited to the following: heavy equipment, truck wash, maintenance building, tractor-trailer truck parking lot, citizens disposal facility, methane gas flare, etc. A log of all security activities shall be prepared and left at the site each day. The patrol area will cover the entire 300-acre site. County vehicle is authorized for security officer's use if available. During periods of inclement weather, do not patrol the unpaved areas. The patrols are to be continuous and thorough.
- i. Security Patrols: The assigned officer shall watch for unauthorized vehicles, illegal dumping, tampering and unauthorized use of Fairfax County equipment. If there is a problem of this nature, call the Fairfax County Police non-emergency number at 703-691-2131. Give them your name, location and the nature of the problem. Log this information on your daily report. Reports will be left in the Refuse Supervisors Office daily. In the case of an imminent threat, call 911. County vehicle is authorized for security officer's use if available. I-95 Landfill Reports will be left at the weighing facility at the end of your tour of duty.
- j. Building Checks: While on patrol, the officer will check all buildings within their area of responsibility. All buildings must be locked. When a building is discovered unlocked, be alert for intruders and call the police if you feel someone is inside. If not, the officer should inspect the structure for tampering or loss of property and log this on the incident report.
- k. Fire: Be alert for any fires within your area of responsibility. If you detect a fire, contact the Fire Department at 911. Notify the landfill superintendent by pager.
- l. Unauthorized persons on the property: **DO NOT** confront trespassers on foot during security hours. **CALL THE POLICE**. Do not allow unauthorized vehicles to enter the site. If the officer sees any vehicle(s) on the site, obtain the identity of the occupants and a description and license number of the vehicle. Inform the occupant that they are trespassing and the police will be called immediately if they do not leave.

**SPECIAL PROVISIONS**

- m. Police, Fire and Rescue on Site: In the event the contract security officer summons assistance from these agencies, they must also notify the Department's Security Coordinator. A contact list will be provided on site for notification purposes. Also, log the following information on your daily report:
- ❖ Date, time, location and nature of incident.
  - ❖ Names of police officer or fire chief.
  - ❖ Name and address of accused/trespasser or injured party.
  - ❖ Nature of injuries or offense.
  - ❖ Precise chronological summary of events.
  - ❖ Name and response of landfill personnel contacted.
- n. Crime on Site: Whenever the security officer believes a crime has been or is being committed on the site, gather as much factual information as you can about the event and log it on your daily report. Contact the police and the superintendent if a crime is in progress.
- o. Security Report: The security reports will be filled out daily, logging information previously discussed. Additionally, when you find a problem that you feel is relative to the safety and security of the site, log it on the report. Reports are to be placed in a designated location in the Refuse Supervisors Office.
- p. Holidays: All County Holidays shall be considered as regular security hours (beginning to end). Additional hours beyond those stated shall be compensated as regular hours, not at the overtime or holiday rate. DPWES will provide a schedule to the contractor at the beginning of each calendar year of County Holidays where the facility is open for business.
- q. Additional Service: If additional officer(s) at existing or future site locations are required, a two (2) week notice (if time permits) will be given to the contractor to provide said additional security personnel.

**DPWES- NOMAN COLE POLLUTION CONTROL PLANT.** Provides security shift services Monday through Friday, two unarmed positions. The security officer(s) are responsible for the protection of property, and access into the gates of the facility while on duty. Officer(s) must be alert for any and all problems that may have a direct bearing on the security of the plant.

All officers assigned to this site must have **US Citizenship**.

- r. Vehicle Gate/Access control. The primary role of each officer is to control entry through the two vehicle gates off Route 1. Officers will log all vendors and visitors into a log book. Employees have access via card reader entry. Lists of approved vendors and scheduled deliveries are provided to Security by the plant Security Coordinator. Vendors not on approved lists are confirmed by calling the plant Security Coordinator or designated representative prior to allowing access into the facility.
- s. Visitor log. Officer will ensure that a vehicle visitor log is filled out with the name of the company, and drivers identifying info (officer will check a company photo ID). Logs are provided on a weekly basis to the onsite plant Security Coordinator.
- t. See post orders for additional requirements.



**SPECIAL PROVISIONS****MODULE D: DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES RESOURCES  
RECOVERY / COLLECTION & RECYCLE**

<b>Lorton Landfill (I-95): 9850 Furnace Road, Lorton, VA (FMD Consolidated – Bill Back)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/ Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #1	1	Mon – Thu	4	1800 – 0630	12.5	50	
SO #1	1	Fri	1	1800 - 0700	13	13	
SO #1	1	Sat	1	1600 - 0700	15	15	
SO #1	1	Sun	1	1600 - 0630	14.5	14.5	
<b>Total</b>						<b>92.50</b>	

<b>West Ox Transfer Station (I-66): 4618 West Ox Road, Fairfax, VA (Direct)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/ Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #1	1	Sun – Fri	6	1800 – 0430	10.5	63	
SO #1	1	Sat	1	1800 – 0830	14.5	14.5	
<b>Total</b>						<b>77.50</b>	

<b>Pine Ridge: Pine Ridge Park, 3401 Woodburn Road, Annandale, VA (SEASONAL – Direct Bill)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/ Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #1	1	Mon – Fri	5	1600 – 0700	15	75	Seasonal
SO #1	1	Sat	1	1400 – 2400	10	10	Seasonal
SO #1	1	Sun	1	0000 – 2400	24	24	Seasonal
SO #1	1	Mon	1	0000 – 0700	7	7	Seasonal
<b>Total</b>						<b>116</b>	

<b>Noman Cole Pollution Control Plant (Lorton): 9399 Richmond Hwy, Lorton, VA (FMD Consolidated – Bill Back)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/ Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #2	1	Mon – Fri	5	0530 – 1500	9.5	47.5	
SO #2	1	Mon – Fri	5	0630 – 1700	10.5	52.5	
SO #2	1	Sat	1	0630 – 1500	8.5	8.5	
<b>Total</b>						<b>108.5</b>	

<b>MODULE D</b>		
<b>Position</b>	<b>Hrs/Week</b>	<b>Notes</b>
SO #1	170	Unarmed, pepper spray
SO #2	108.5	Unarmed, pepper spray
<b>Total</b>	<b>278.5</b>	

<b>MODULE D (Seasonal) Nov 1 – Jan 15</b>		
<b>Position</b>	<b>Hrs/Week</b>	<b>Notes</b>
SO #1	116	Unarmed, pepper spray

**SPECIAL PROVISIONS****31. MODULE E – DEPARTMENT OF NEIGHBORHOOD AND COMMUNITY SERVICES:****31.1. BACKGROUND- LOCATIONS AND HOURS OF OPERATION****a. Various Community Centers:**

Staffing requirements: Schedule changes monthly.

**b. Various Teen Centers:**

Staffing requirements: Schedule changes monthly.

Total Hours: Under 10 hours per month

**c. Willston Center**

6131 Willston Drive  
Falls Church, VA

Staffing requirements:

Monday - Friday, 4 p.m. – 9:30 p.m.

Saturday 7 a.m. – 2 p.m.

Sunday, 12 noon – 4 p.m.

Number of Officers: 1 armed

Number of Hours Per Week: 41 or more

**31.2. OBJECTIVES: ARMED/UNARMED SECURITY OFFICER (S) ARE REQUIRED TO MEET THE FOLLOWING OBJECTIVES**

- a. It is recommended that each offeror become familiar with and take into consideration site conditions, which may affect the services being provided.
- b. Neighborhood and Community Services utilizes security one night per week between Monday through Thursday and then both Friday and Saturday. Service may be needed for extended time or other due to special events to include New Years Eve.
- c. Two armed officers are needed. Security is rotated through the four (4) teen centers plus nine (9) drop-in centers and twelve (12) community centers. The Department of Neighborhood and Community Services submits a monthly schedule of where security is needed, but reserves the right to make last minute changes due to safety issues.
- d. Security is responsible for transporting the County-furnished magnetometer to specified centers, setting up and operating the magnetometer, screening personnel entering the facility, taking down and returning the magnetometer. Vehicle and all costs for the transport of the magnetometer is provided by the contractor. Screening may be done by hand wands if approved by the County Security Manager.
- e. In addition to general duties in section 21, security responsibilities include the following: monitoring grounds and enforcing the Department of Neighborhood and Community Services policies and procedures, reporting incidents immediately to center director followed by written incident reports provided to the Department of Neighborhood and Community Services Security Coordinator and the County Security Manager, interacting with public in a positive manner, providing the Department of Neighborhood and Community Services with feedback on any security related or risk issues that should be addressed, and assisting in developing any security plans for any facility.
- f. Security will screen personnel and bags to ensure that no weapons enter the facility. If a legal weapon is discovered, it is not permitted in the facility and the owner will be asked to leave the facility and return when they are secured the weapon elsewhere. Any illegal weapons will be confiscated and turned over to the Police

**SPECIAL PROVISIONS****MODULE E: DEPARTMENT OF NEIGHBORHOOD AND COMMUNITY SERVICES**

<b>Teen Centers (Direct)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #1	1						Special. Monthly Schedule given to Security in advance of event.
SO #3	1						
<b>Total</b>							

<b>Community Centers (Direct)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #1	1 - 2						Special. Monthly Schedule given to Security in advance of event.
<b>Total</b>							

<b>Gum Springs: 8100 Fordson Road, Alexandria, VA (Direct)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #3	1	Mon – Sat	6	1600 - 2200	6	36	
<b>Total</b>						<b>36</b>	

<b>Willston Center: 6131 Willston Drive, Falls Church, VA</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #1	1	Mon – Fri	5	0800 - 2200	14	70	
SO #1	1	Sat	1	0700 - 2200	15	15	
SO #1	1	Sun	1	1200 – 1600	4	4	
<b>Total</b>						<b>89</b>	

<b>MODULE E</b>		
<b>Position</b>	<b>Hrs/Week</b>	<b>Notes</b>
SO #1	89	Unarmed, pepper spray
SO #3	36	
<b>Total</b>	<b>125</b>	

**SPECIAL PROVISIONS****32. MODULE F – POLICE-FIRE/EMS DEPARTMENTS:****32.1. BACKGROUND:**

- a. Criminal Justice Academy: (Future Assignment)  
14601 Lee Road  
Chantilly, VA 22151

The Criminal Justice Academy is a multi-floor facility that acts as both a basic recruit training facility and a central hub for continuing education and training for numerous law enforcement agencies.

- b. Public Safety Transportation Operations Center (PSTOC).  
4890 Alliance Dr.  
Fairfax, VA 22030

PSTOC is a two-story facility serving Fairfax County Public Safety dispatch operation. PSTOC houses multiple County and State public safety agencies, including an emergency operations center. The contractor should be aware that this state of the art facility will require 24/7 armed security officers to oversee access control, screening of personnel, bags and mail, roving patrols, and control room operations.

**32.2. OBJECTIVES: ARMED/UNARMED SECURITY OFFICER(S) IS REQUIRED TO MEET THE FOLLOWING OBJECTIVES AT THE CRIMINAL JUSTICE ACADEMY AND PSTOC.**

- a. It is recommended that each offeror become familiar with and take into consideration site conditions, which may affect the services being provided.
- b. All security officers working at facilities under this module must hold US citizenship.

**32.3. SPECIFIED DUTIES/OPERATIONS TO BE PERFORMED BY SECURITY OFFICER (S) AT PSHQ, CRIMINAL JUSTICE ACADEMY AND THE DPSC:**

The successful offeror shall be responsible for but not limited to the following specifications in addition to and those duties stated in section 22 that are applicable to the Police Department and its locations.

**CRIMINAL JUSTICE ACADEMY** (Future Assignment)

- a. **Roving Patrols:** See section 22 for general duties. Makes patrols in accordance with routes and schedules to include interior and exterior of facility to include parking areas. Checks and secures all exterior doors to the building.
- b. **Access Control.** Security officer will screen all personnel entering the Criminal Justice Academy. Any personnel entering the facility after the hours of 4:00 p.m. to attend training classes will be required to provide a photo ID or must be accompanied by a law enforcement officer with proper ID to vouch for them. Persons entering after 4:00 pm should be either police department employees, Academy staff, police recruits or class attendees.
- c. Contract security will ensure that the facility Security Coordinator is notified and kept informed of any security-related incidents at the Criminal Justice Academy.
- d. **Standard Operating Procedures:** This book is open to inspection by the Facility Security Coordinator at any time. The SOPs shall be reviewed annually by the contractor with the facility Security Coordinator and updated as needed to insure a safe and secure working environment. The contractor shall provide an updated copy of the SOP to the Facility Security Coordinator and the County Security Manager annually. See SOPs for additional site responsibilities.

**SPECIAL PROVISIONS**

**PUBLIC SAFETY TRANSPORTATION OPERATIONS CENTER (PSTOC).**

- a. Contract security officers assigned to this facility shall staff a lobby security desk, monitor building alarms and cameras, sign in and verify visitors, and screen and accept deliveries. Officers will also utilize the County’s access control system to monitor alarms and access in this facility, plus serve and a back-up to the main security operations control in the Government Center.
- b. **Roving Patrols:** See section 22 for general duties. Makes patrols in accordance with routes and schedules to include interior and exterior of facility to include parking areas. Checks and secures all exterior doors to the building.
- c. Contract security will ensure that the facility Security Coordinator is notified and kept informed of any security related incident at the DPSC.
- d. **Standard Operating Procedures:** This book is open to inspection by the Facility Security Coordinator at any time. The SOPs shall be reviewed annually by the contractor with the facility Security Coordinator and updated as needed to insure a safe and secure working environment. The contractor shall provide an updated copy of the SOP to the PSTOC General Manager and the County Security Manager annually.

**MODULE F: POLICE DEPARTMENT**

<b>PSTOC: 4890 Alliance Dr, Fairfax, VA (FMD Consolidated)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #3	1	Mon– Mon	7	0800 – 0800	24	168	Armed
SO #3	1	Mon – Fri	5	0800 – 1600	8	40	Armed
<b>Total</b>						<b>208</b>	

<b>MODULE F</b>		
<b>Position</b>	<b>Hrs/Week</b>	<b>Notes</b>
SO #3	208	Armed
<b>Total</b>	<b>208</b>	

**33. MODULE G – CELEBRATE FAIRFAX, FAIRFAX COUNTY FEDERAL CREDIT UNION, INOVA FAIRFAX AND FAIRFAX COUNTY PUBLIC SCHOOLS:**

**33.1. BACKGROUND:**

Offeror will provide security officers as needed or requested on a permanent or temporary basis to the Celebrate Fairfax events, the Fairfax County Federal Credit Union, and the Fairfax County Public Schools. Offeror may negotiate a separate bill and pay rate and agreement for each assignment or event.

Celebrate Fairfax: Major event consist of a County Fair usually scheduled for the second weekend in June. The event runs for three days, and site security is put in place earlier in the week. Offeror must be able to provide up to 100 additional security officers, preferably from this RFP, but may also utilize officers from outside assignment from this RFP. Support must include pre-planning involvement, management and supervision onsite throughout the event, and all necessary supporting equipment including golf carts, radios, and officer rehabilitation area.

Inova Fairfax requires security guard coverage from Monday through Saturday for the Inova Psychiatric Assessment Center located on the fourth floor of the Merrifield Building. Offeror may negotiate a separate bill and pay rate and agreement for these services.

There are no current assignments at the Fairfax County Federal Credit Union or Fairfax County Public Schools.

**SPECIAL PROVISIONS**

**\*MODULE G sites work on independent rider contracts. Module G should NOT be used for bidding/pricing purposes for the Fairfax County RFP.**

**MODULE G: Credit Union, Celebrate Fairfax, Schools**

<b>INOVA – Merrifield: 8221 Willow Oaks Dr., Merrifield, VA (Direct... Separate Contract)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #2	1	Mon – Thu	4	0730 - 2200	14.5	58	
SO #2	1	Mon - Thu	4	0900 - 2100	12	48	
SO #2	1	Fri	1	0730 - 1930	12	12	
SO #2	1	Fri	1	0900 - 1900	10	10	
SO #2	1	Sat	1	0930 - 1900	9.5	9.5	
SO #2	1	Sat	1	1000 - 1800	8	8	
<b>Total</b>						<b>145.5</b>	

<b>Celebrate FFX: 12000 Government Center Pkwy, Fairfax, VA (Direct... Separate Contract)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
Guards– Post	72	Thu – Sun	4	Varies	---	571.5	
Guards – Bag Check	30	Fri – Sun	3	Varies	---	219	
Guards – Break	4	Fri – Sun	3	Varies	---	72	Non-billed
Mgmt/Sup Support Staffing	7	Thu – Sun	4	Varies	---	224	Non-billed
<b>Total</b>						<b>1,086.5</b>	

<b>MODULE G</b>		
<b>Position</b>	<b>Hrs/Week</b>	<b>Notes</b>
SO #2 – INOVA	145.5	Permanent weekly staffing
SO #2 – Celebrate FFX	862.5	2 <sup>nd</sup> W/E in June, Yearly
Management/Supervision – Celebrate FFX	224	
<b>Total</b>	<b>1,232</b>	

**SPECIAL PROVISIONS****34. MODULE H – COUNTY AUTHORITIES (Fairfax County Water Authority, Fairfax County Park Authority, Fairfax County Redevelopment and Housing Authority):****34.1 BACKGROUND**

Offeror will provide security officers as needed or requested on a permanent or temporary basis to the Fairfax County Water Authority, Fairfax County Park Authority, and Fairfax County Redevelopment and Housing Authority. Offeror may negotiate a separate bill and pay rate and agreement for each assignment or event, but may not exceed the bill rates offered in this RFP.

There are no current permanent assignments at these locations. Work Place Violence and special events may require special assignments.

**PENDER DRIVE**

- a. Pender Drive is staffed by armed security officers.
- b. Contract security officers assigned to this facility shall staff a lobby security desk, monitor building alarms and cameras, sign in and verify visitors, and screen and accept deliveries. Officers will also utilize the County's access control system to monitor alarms and access in this facility, plus serve as a back-up to the main security operations control in the Government Center.
- c. **Roving Patrols:** See section 21 for general duties. Makes patrols in accordance with routes and schedules to include interior and exterior of facility to include parking areas. Checks and secures all exterior doors to the building.
- d. Contract security will ensure that the facility Security Coordinator is notified and kept informed of any security related incident.
- e. **Standard Operating Procedures:** This book is open to inspection by the Facility Security Coordinator at any time. The SOPs shall be reviewed annually by the contractor with the facility Security Coordinator and updated as needed to insure a safe and secure working environment. The contractor shall provide an updated copy of the SOP to the PSTOC General Manager and the County Security Manager annually.

**MODULE H: COUNTY AUTHORITIES (Fairfax County Water Authority, Fairfax County Park Authority, Fairfax County Redevelopment and Housing Authority)**

<b>Pender Drive: 3700 Pender Drive, Fairfax, VA (Department of Housing) (Direct)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #3	1	Mon – Fri	5	0830 – 1630	8	40	
<b>Total</b>							

<b>MODULE H</b>		
<b>Position</b>	<b>Hrs/Week</b>	<b>Notes</b>
SO #3	40	
<b>Total</b>	<b>40</b>	

**SPECIAL PROVISIONS****35. MODULE I – FAIRFAX DEPARTMENT OF TRANSPORTATION (FDOT):****35.1 BACKGROUND- LOCATIONS AND HOURS OF OPERATION:**

The County owns and operates Park-and-Ride lots and parking structures, VRE and transit stations, and Fairfax CONNECTOR bus garages. These facilities are located throughout the County with the Dulles corridor having the heaviest concentration.

1. West Ox Transportation Garage  
4970 Alliance Dr.  
Fairfax, VA 22030
2. Herndon Monroe Park-and-Ride (Mobile Vehicle Patrol)  
12530 Sunrise Valley Drive  
Reston, VA 20191
3. Wiehle Ave Garage (Control Center Monitoring and Patrol)  
11389 Reston Station Blvd  
Reston, VA 20190

**35.2. OBJECTIVES: UNARMED SECURITY OFFICER (S) ARE REQUIRED TO MEET THE FOLLOWING OBJECTIVES:**

- a. It is recommended that each offeror become familiar with and take into consideration site conditions, which may affect the services being provided.
- b. The successful offeror shall be responsible for but not limited to the general duties stated in section 22, in addition to specified duties at each FDOT facility.

**35.3 SPECIFIED DUTIES/OPERATIONS TO BE PERFORMED BY SECURITY OFFICER (S) AT FDOT FACILITIES:**

- a. Contract security officer will provide roving mobile and foot patrols on a rotating basis of FDOT facilities. Primary responsibilities include security monitoring and surveillance via marked cars and foot patrols. The West Ox Garage includes staffing a security desk in the lobby. Officer will provide daily reports to the FDOT Security Coordinator.
- b. Contract security will ensure that the FDOT Security Coordinator is notified and kept informed of any security related incident at FDOT facilities. Officers will document all security incidents and provide written reports in accordance with established security procedures.
- c. The successful offeror will provide marked (company logo) vehicles with flashing light for use by security officer during mobile patrols.
- d. Holiday coverage and emergency coverage will be required at the request of FDOT. FDOT will provide sufficient notification to the contractor of County Holiday schedules. An immediate increase of coverage may be required during emergency situations, such as the raising of the national/County threat level. See section 21, Emergency Response/threat levels.
- e. Additional duties as required per post orders.

**35.4 PAYMENTS**

- a. FDOT will pay the contractor monthly based upon completion, acceptance, and approval by the FDOT of each task outlined in the objectives above and post orders.
- b. Invoices will be sent directly to the FDOT, 4050 Legato Road, Suite 400, Fairfax, VA 22033, Attention: Kris Miller. Direct all questions concerning invoice scheduling and payment to Kris Miller, 703-877-5622.



**SPECIAL PROVISIONS****MODULE I: FAIRFAX DEPARTMENT OF TRANSPORTATION**

<b>West Ox Transportation Garage: 4970 Alliance Dr., Fairfax, VA (Direct)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #2	1	Mon – Fri	5	0800 – 1630	8.5	42.5	
SO #2	1	Mon – Mon	7	0800 – 0800	24	168	
<b>Total</b>						<b>210.50</b>	

<b>Hendon/Monroe VRE Mobile Patrol: 12530 Sunrise Valley Dr., Reston, VA (Direct)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #1	1	Mon – Fri	5	1200 – 2400	12	60	
SO #1	1	Sat – Sun	2	0000 – 2400	24	48	
SO #1	1	Mon	1	0000 – 0800	8	8	
<b>Total</b>						<b>116</b>	

<b>Wiehle Ave Garage: 11389 Reston Station Blvd., Reston, VA (Direct)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
SO #2	1	Mon – Sun	7	0000 – 2400	24	168	
SO #2	1	Mon – Fri	5	0600 – 2200	16	80	
<b>Total</b>						<b>248</b>	

<b>MODULE I</b>		
<b>Position</b>	<b>Hrs/Week</b>	<b>Notes</b>
SO #1	116	Unarmed, pepper spray
SO #2	458.5	Unarmed, pepper spray
<b>Total</b>	<b>574.5</b>	

**36. MODULE J – LAUREL HILL / LORTON WORKHOUSE ARTS FOUNDATION:****Lorton Workhouse Arts Foundation**

9518 Workhouse Way  
Lorton, VA 22079

**Patrol Site Responsibilities:**

- Workhouse Foundation
- Maximum Security Facility
- Juvenile Detention Center (Fire Department)
- Laurel Hill Historic Sites
- Old Mount Vernon High School
- South County Government Center
- County Response as needed

**SPECIAL PROVISIONS****36.1 BACKGROUND-**

Laurel Hill was transferred to the County by the federal government in early 2002. The property includes approximately 2,340 acres of land and 1.48 million square feet of building space. Of the amount, the County is seeking a vendor to provide security to approximately 160 acres of real property that are owned by the Board of Supervisors, including 77 historical structures, and 31 other structures at the Laurel Hill site.

Lorton Workhouse Arts Foundation is set on 55 acres of land on the campus of what used to be the historic D.C. Workhouse and Reformatory. Today, the Workhouse provides a home to 65 of the region's finest professional and emerging artists and is fast becoming a regionally and nationally recognized visual and performing arts mecca for all of those interested in the arts. Artist studios and gallery buildings are open Wednesday through Saturday 11 a.m. – 6 p.m., Sunday 12 p.m. – 5 p.m. The Workhouse Prison Museum is open Wednesday through Friday 12 p.m. – 4 p.m., Saturday and Sunday 12 p.m. – 5 p.m.

**36.2 OBJECTIVES -**

- a. Through the use of professional armed guard services, the Contractor shall provide for the safety of occupants and the protection of property at the location described. The Contractor shall provide all work space, supervision, labor, materials, supplies and equipment for the office and the vehicle(s) and shall plan, schedule, coordinate and ensure effective performance of subject security services.
- b. The Contractor shall provide security services 24 hours a day, 7 days a week. Security guards will wear recognizable security service uniforms and will patrol the property on foot and by vehicle. In addition, one office administrator position is required.
- c. The Security Services shall maintain a Visitor Log and shall provide oversight of Training Activities by checking visitors in and out, opening gates, and escorting visitors. In addition, Security patrols shall notify the project manager about vandalism, broken gates and windows, graffiti and trespassing issues.
- d. The Contractor shall be responsible for the daily operation of the office which is responsible for access control and visitor management, during operational hours.
- e. The Contractor shall provide all security equipment for personnel, and vehicles.

**MODULE J: LAUREL HILL / LORTON ARTS FOUNDATION**

<b>Laurel Hill / Lorton Workhouse Arts Foundation (FMD Separate Billing)</b>							
<b>Position</b>	<b># Officers</b>	<b>Shift Days</b>	<b>Days/Week</b>	<b>Shift Hrs</b>	<b>Hrs/Shift</b>	<b>Total Hrs/Week</b>	<b>Notes</b>
Lieutenant	1	Mon – Fri	5	0800 – 1600	8	40	Armed
SO #3	1	Mon – Fri	5	1600 – 2400 & 0000 – 0800	16	80	Armed
SO #3	1	Mon – Fri	2	0000 – 2400	24	48	Armed
<b>Total</b>						<b>168</b>	

<b>MODULE J</b>		
<b>Position</b>	<b>Hrs/Week</b>	<b>Notes</b>
Lieutenant	40	Armed
SO #3	128	Armed
<b>Total</b>	<b>168</b>	

**SPECIAL PROVISIONS****37. MODULE K: BACKGROUND SCREENING (OPTIONAL):**

Offeror may submit a proposal including this Module, excluding this Module, or exclusively for this Module as follows:

Option 1: All modules, INCLUDING this Module, Module K.

Option 2: All Modules EXCEPT for this Module, Module K

Option 3: Just this Module, Module K. Offeror is submitting a proposal on the background screening Module ONLY and not on the other security services modules.

The purpose of this Module is to provide Fairfax County with a qualified contractor to perform pre-employment background screening for candidates seeking employment with Fairfax County Government in accordance with the terms and conditions of the Request for Proposal. The contractor's primary responsibilities are listed below:

37.1 Scope of Module

- a. Provide full service for pre-employment background screening for candidates under consideration for employment by Fairfax County Government within 24-72 hours of receiving submission of authorization (signature) of candidate to conduct such screening. Offeror will provide appropriate order forms, pre-employment disclosure and release forms, and consumer report user agreement forms.
- b. Provide thorough and complete background screening for felony and misdemeanor arrest and conviction for the past seven years, unless the salary of the candidate exceeds \$75,000 annually, then criminal history should be checked for the past 15 years. Background screens will include national, state, and local jurisdictions based on addresses provided by candidates under consideration for hire by Fairfax County Government.
- c. Provide disposition of arrests and convictions of candidates under consideration for employment by Fairfax County Government.
- d. Provide confirmation of validity of licenses and certifications to include any professional disciplinary action for candidates under consideration for hire by Fairfax County Government who are applying for positions in the medical, financial, or other professions requiring licensing or certifications.
- e. Provide thorough and complete check with the Office of Inspector General (OIG) of the U.S. Department of Health & Human Services of potential candidates who may be in the exclusion database for offenses.
- f. Provide verification of previous employment history for candidates under consideration for employment by Fairfax County Government.
- g. Provide verification of education for candidates under consideration for employment by Fairfax County Government.
- h. Provide thorough and complete check of each local, state, and national sex offender registry based on the background screening process and addresses provided by candidates under consideration for employment by Fairfax County Government.
- i. Provide verification of social security numbers for candidates under consideration for employment by Fairfax County Government.
- j. Provide verification of vehicle operator's license (OL) and commercial driver's license (CDL) for candidates under consideration for employment by Fairfax County Government.

**SPECIAL PROVISIONS**

- k. Provide name verification to include maiden name and all other aliases provided by candidates under consideration for employment by Fairfax County Government as allowed under Executive Order 13224 Terrorism Sanctions Regulations.
  - l. Provide verification of all addresses provided by candidates under consideration for employment by Fairfax County Government.
  - m. Provide verification of eligibility to work in the United States (such as through E-Verify) for candidates under consideration for employment by Fairfax County Government.
- 37.2 Tasks to be Performed: Qualified offerors are encouraged to submit a proposal for Fairfax County pre-employment background screening for potential candidates.
- Name Verification (Maiden and other aliases)
  - Address Verification
  - Criminal History
  - Civil Court Filing History
  - Employment Verification
  - Social Security Number Verification
  - Eligibility to Work
  - Driver's License Verification
  - IRS liens
  - Credit History
  - Reference Checks
  - Education Verification
  - Sex Offender Check
  - OIG Sanction Check
  - Professional License Verification

**38. TECHNICAL PROPOSAL INSTRUCTIONS:**

- 38.1. The offeror must submit the Technical Proposal in a separate binder containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein.
- a. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers.
  - b. Understanding of the problem and technical approach.
  - c. Statement and discussion of the requirements as they are analyzed by the offeror.
  - d. Offeror's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving project objectives.
  - e. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the proposed approaches and program. Specific request made previously in this RFP include:
    - Process used to meet English Proficiency (8.4)
    - Psychological competency (15)
    - Quality Control Plan (18)
    - Patrol accountability (18.5)
    - County employee specialized training (21.7)

Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.

**SPECIAL PROVISIONS**

- g. Exceptions to the RFP:  
Offerors may communicate exceptions to the terms of the RFP, however, the County, at its sole discretion, may reject any exception or specification within the proposal.

## 38.2. Preliminary Work Plan:

The offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The technical narrative should address separately each of the tasks described in the Request for Proposal and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the offeror that substantially differs from the project scope described in these Special Provisions.

This section should include detailed descriptions of activities that are to occur, significant milestones, and anticipated deliverables.

## 38.3. Treatment of the Issues:

In this section, the offeror may also comment if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues presented in the "Tasks to be Performed" section, and may propose alternative approaches.

## 38.4. Statement of Qualifications:

The statement of Qualifications must include a description of organizational and staff experience, and resumes of proposed staff.

- a. License: Offeror must include a copy of their Virginia Private Security License (see 6.1).
- b. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter and the number of years of licensed operation.
- c. References: Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers for such reference.
- d. Personnel: Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.

Resumes of staff and proposed consultants are required indicating education, background and recent relevant experience with the subject matter of the project. Current telephone numbers must be included.

- e. A staffing plan is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to be contracting organization, and amount of time to be devoted to the project. This includes Consultants as well as regular employees of the offeror, if relevant.

**SPECIAL PROVISIONS**

- f. Financial Statements: The offeror shall provide an income statement and balance sheet from the most recent reporting period.
- 38.5 The personnel named in the technical proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Purchasing Agent.

**39. CONSULTATION SERVICES:**

- 39.1 The contractor's staff shall be available for consultation with County staff on an as-needed basis between 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday.

**40. COST PROPOSAL INSTRUCTIONS:**

- 40.1 The offeror must submit a cost proposal in a separate binder fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee. The following information should be submitted as part of the cost proposal:

The cost of each task or segment of the task shall be itemized.

- a. Offerors must provide a price breakdown for each service separately as well as totals for services provided together if price differ.
- b. Breakdown of direct labor and labor overhead costs including number of man-hours and applicable actual or average hourly rates, overhead rate and supporting schedule.
- c. Travel and per diem or subsistence costs, if any supported by breakdown including destination, duration and purpose.
- d. Breakdown of other expenses such as clerical support, other overhead costs, supplies, etc.

**Caution: Failure to break down cost elements may render the Cost Proposal non-responsive.**

**SPECIAL PROVISIONS**

- 40.2 The offeror must submit pricing bids for **Option 1 and Option 2** using the following format. This format may be submitted on an expanded sheet.

<u>Item / Position</u>	<u>RFP Item</u>	<u>Pay Rate per Hour</u>	<u>Billable Regular Rate per Hour</u>	<u>Billable Overtime / Temporary Rate per Hour</u>	<u>Mark Up %</u>	<u>Total Hours / Wk</u>	<u>Total Weekly Cost</u>	<u>Total Annual Cost (Wkx52)</u>
Security Officer I	5.18	\$13.00				424.5		
Security Officer I (Seasonal Pine Ridge)	5.18	\$13.00				116		
Security Officer II	5.19	\$16.00				2180.0		
Security Officer II (seasonal Hypothermia)	5.19	\$16.00				10		
Security Officer III	5.20	\$16.60				657.25		
Security Officer IV	5.21	\$18.75				248.0		
LT-Armed (Laurel Hill)	4.19	\$17.53				40.0		
Sgt - Unarmed	4.19	\$16.83				90.0		
Lt - Unarmed	5.22	\$17.53				100.0		
Capt - Unarmed	5.2	\$19.53				40.0		
Security Operations Ctr - Lieutenant	5.3	\$19.53				168.0		
Sgt-Armed	5.22	\$19.00				40.0		
Lt-Armed	5.22					0		
Capt-Armed	5.3	\$20.00				40.0		
ID Administrator	7.5	\$21.19				0		
ID Administrator - Senior	7.6	\$22.63				40.0		
Total Uniform/Post Hours						4,067.25	(+126 hrs seasonal)	
Field Manager – Sr. Capt.	7.3	\$22.00	X	Margin	X	40.0	X	X
Security Specialist	7.7	\$21.19	X	Salaried	X	40.0	X	X
APM Scheduler	7.2	\$33.65	X	Salaried	X	40.0	X	X
APM Trainer/Courthouse	7.2	\$37.02	X	Salaried	X	40.0	X	X
APM Roving Manager	7.2	\$40.38	X	Salaried	X	40.0	X	X
Security Consultant	7.4	\$38.46	X	Salaried	X	40.0	X	X
Project Manager	7.1	\$43.27	X	Salaried	X	40.0	X	X
Total Management Hours (Margin)						280		
Training- County	21.7	X		X	X	X	X	X
Personal Protection Specialist (PPS)	21.8					X	X	X
Vehicle: 4x4**	21.1	\$1,200		X	X	X2	X	\$28,800
Vehicle: 4x4**	21.3	Margin		X	X	X	X	X
Vehicle: 4x4 Rugged**	21.1	\$1,500		X	X	X1	X	\$18,000
<b>TOTAL HOURS &amp; COST</b>	X	X	X	X	X	<b>4,513.75</b>	X	

\* Future Positions

\*\* 4 wheel drive required for bad weather conditions

**SPECIAL PROVISIONS****41. PRICING:**

- 41.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), U. S. City Averages, or other relevant indices.
- 41.2 The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).
- 41.3 Price reduction shall be made in accordance with paragraph 39 of the General Conditions & Instructions to Offerors. (Appendix A)

**42. TRADE SECRETS/PROPRIETARY INFORMATION:**

- 42.1 Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials.
- 42.2 The **offeror must identify the data or other materials to be protected and state the reasons why protection is necessary.** Disposition of material after award(s) should be stated by the offeror. See Appendix B.
- 42.3 **The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.**

**43. CONTACT FOR CONTRACTUAL MATTERS:**

- 43.1 All communications and requests for information and clarifications shall be directed to the following procurement official no later than five working dates before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract specialist.

Michael Blair, Contract Specialist  
Department of Procurement and Material Management  
Telephone: (703) 324-3215  
E-mail: michael.blair@fairfaxcounty.gov

- 43.2 No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see paragraph 48.3).

**44. REQUIRED SUBMITTALS:**

- 44.1. Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP will result in the disqualification of the Offeror's proposal.



**SPECIAL PROVISIONS****45. SUBMISSION OF PROPOSAL:**

- 45.1. One (1) original (duly marked) and five (5) copies of the Technical proposal, and one (1) original (duly marked) and five (5) copies of the Cost Proposal including (Appendix B) shall be delivered to the following address in sealed envelopes or packages with the proposal number, title and the offerors name and address on the outside. It is requested that one copy of the proposal be provided in a CD format. The offeror must include a notarized statement that the CD version is a true copy of the printed version. Electronically stamped delivery receipts are available.

Department of Procurement and Material Management  
 12000 Government Center Parkway, Suite 427  
 Fairfax, Virginia 22035-0013  
 Telephone: 703-324-3201

- 45.2. Offerors are reminded that changes to the request for proposal, in the form of addenda, are often issued between the issue date and within five (5) days before the due date of the solicitation. All addenda **MUST** be signed and submitted to the Department of Procurement and Material Management, 12000 Government Center Parkway, Suite 427, Fairfax, VA 22035 before the due date/time or must accompany the proposal. Notice of addenda will be posted on eVA and the DPMM current solicitation webpage. It is the Offeror's responsibility to monitor the web page for the most current addenda at [www.fairfaxcounty.gov/solicitations](http://www.fairfaxcounty.gov/solicitations).
- 45.3. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
- 45.4. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required.
- 45.5. Each original and set of the five (5) copies of the proposal shall consist of:
- a. Cover sheet (DPMM32)
  - b. Technical proposal as required in the Special Provisions, paragraph 38, **TECHNICAL PROPOSAL INSTRUCTIONS**.
  - c. Cost proposal as required in the Special Provisions paragraph 40, **COST PROPOSAL INSTRUCTIONS**. (Appendix B should be included in the Cost proposal).
- 45.6. By executing the cover sheet (DPMM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

**46. LATE PROPOSALS:**

- 46.1. Proposals received in the Office of the County Purchasing Agent after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror.

**47. PERIOD THAT PROPOSALS REMAIN VALID:**

- 47.1. Any proposal submitted in response to this solicitation shall be valid for one-hundred and eighty (180) calendar days. At the end of the days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**SPECIAL PROVISIONS****48. BASIS FOR AWARD:**

- 48.1 This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.
- 48.2 A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.
- 48.3 No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in 43.1 above. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an offeror from the procurement process.
- 48.4 Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- 48.5 Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.
- 48.6 Proposal Evaluation Criteria
- The following factors will be considered in the award of this contract:
- |   |           |
|---|-----------|
| a. Qualifications and Experience of firm and resumes of key personnel | 25 points |
| b. Company Background and Resources                                   | 20 points |
| c. Methodology and approach to perform the required services.         | 25 Points |
| d. References from other clients                                      | 10 Points |
| e. Cost Proposal  | 20 Points |
- 48.7 Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 48.8 The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

**SPECIAL PROVISIONS**

- 48.9 Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offeror's most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.
- 48.10 Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
- 48.11 The County may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

**49. INSURANCE:**

- 49.1 The contractor is responsible for its work and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the project, whether owned by the contractor or by the County. The contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.
- 49.2 The Contractor shall, during the continuance of all work under the Contract provide the following:
- a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
  - b. The contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required.
  - c. The contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.
  - d. The contractor agrees to maintain Professional Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to cover each individual professional staff.
  - e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

**SPECIAL PROVISIONS**

- f. Rating Requirements:
1. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.
  2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
- g. Indemnification: Article 57 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.
- h. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent and/or Risk Manager before any work is started.
- i. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the contractor while in their care, custody and control for use under this contract.
- 49.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five day written notice to the County Purchasing Agent and/or Risk Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 49.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

**50. METHOD OF ORDERING:**

- 50.1 The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 50.2 A Purchase Order (PO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 50.3 Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement Card is currently a Master Card. Contractors are encouraged to accept this method of receiving orders.
- 50.4 Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 50.5 Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

**51. INVOICING:**

- 51.1. The contractor will only bill the County for services/hours of operation provided. If a position calls for 100 hours per week and the successful offeror only provided 95 hours, the contractor will only bill the County for the 95 hours of service provided. The County reserves the right to request and review officer time sheets/sign-in sheets as verification of hours worked.

**SPECIAL PROVISIONS**

- 51.2 The County will pay the contractor monthly based upon completion, acceptance and approval by the County of each task outline in the provisions listed within each module under specific and general duties to be performed.
- 51.3 The contractor will provide a weekly invoice separated by individual week and location and positions. Information will include the agreed upon rate per position, any overtime charges (and overtime rate) per position and include an explanation of any overtime costs, and total hours worked for each position per week. A separate invoice will be prepared for each facility. The successful offeror will provide a copy of their invoice format for approval prior to award of the contract.
- 51.4 Unless otherwise indicated in the modules, all invoices for security services will be sent to: 12000 Government Center Parkway, Suite 424, Attn: Accounts Payable, Fairfax, VA 22035.
- 51.5 The contractor(s) will invoice Facilities Management Department (FMD) unless otherwise indicated per individual module. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The contractor(s) must send each department an itemized monthly invoice, which must include the information listed below:
- a. Employee name;
  - b. The name of the County department;
  - c. Date of services
  - d. The type of services; and,
  - e. The itemized cost for each item/service.

**52. PAYMENTS:**

- 52.1 The County will pay the Contractor based upon completion, acceptance, and approval by the County of each task outlined in the final contract. Payments will be made within 30 days after receipt of approved invoice unless other terms have been negotiated.

**53. CHANGES:**

- 53.1 Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 53.2 No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

**54. DELAYS AND SUSPENSIONS:**

- 54.1 The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.

**SPECIAL PROVISIONS**

- 54.2 If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 54.3 The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

**55. ACCESS TO AND INSPECTION OF WORK:**

- 55.1 The Fairfax County Purchasing Agent and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

**56. PROJECT AUDITS:**

- 56.1 The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the contractor under the following conditions:
- a. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;
  - b. In the event of a disagreement between the contractor and the County on the amount due the Contractor under the terms of this contract;
  - c. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,
  - d. If it becomes necessary to determine the County's rights and the contractor's obligations under the contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.
- 56.2 These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.
- 56.3 Unless otherwise provided by applicable statute, the contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.
- 56.4 Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.
- 56.5 Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

**SPECIAL PROVISIONS****57. DATA SOURCES:**

- 57.1 The County will provide the Contractor all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

**58. SAFEGUARDS OF INFORMATION:**

- 58.1 Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.

**59. ORDER OF PRECEDENCE:**

- 59.1 In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders (Appendix A).

**60. SUBCONTRACTING:**

- 60.1 If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us>; the Virginia Department of Minority Business Enterprise <http://www.dmb.e.state.va.us>; local chambers of commerce and other business organizations.
- 60.2 As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this solicitation.

**61. USE OF CONTRACT BY OTHER PUBLIC BODIES:**

- 61.1 Reference Paragraph 70, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer. (See Appendix B for sample listing).
- 61.2 It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 61.3 Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 61.4 Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 61.5 Fairfax County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

**SPECIAL PROVISIONS****62. NEWS RELEASE BY VENDORS:**

- 62.1 As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

**63. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:**

- 63.2 Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.
- 63.3 Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at (703) 324-3201 or TTY 711. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

**64. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

- 64.1 Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.



## **AFFIRMATION OF LEGALLY REQUIRED CONTRACT TERMS**

BY SIGNING THIS AFFIRMATION, THE OFFEROR REPRESENTS THAT IT UNDERSTANDS THAT THE FOLLOWING CONTRACT TERMS ARE REQUIRED BY LAW AND CANNOT BE VARIED, REVISED, AMENDED, CHANGED, OR OTHERWISE NEGOTIATED:

1. Funding: The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.
2. Non-discrimination-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 other basis prohibited by state law relating 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 non-discrimination 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 include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
  - e. Contractor shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended. Contractor shall further require that all of its subcontractors will comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

AFFIRMATION OF LEGALLY REQUIRED CONTRACT TERMS

3. Authorization to Conduct Business in the Commonwealth: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
4. No Indemnification by the County. The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.
5. Contractual Disputes:
  - a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the Purchasing Agent's decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.
  - b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
6. Drug Free Workplace: During the performance of a 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 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 conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom 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.

AFFIRMATION OF LEGALLY REQUIRED CONTRACT TERMS

- 7. Immigration Reform and Control Act: Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
  
- 8. Audit of Records: The parties agree that County or its agent must have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to the Contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor must include this requirement in all subcontracts related to this Contract.
  
- 9. Nonvisual Access: All information technology, which is purchased or upgraded by the County under this contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:
  - a. Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;
  - b. The technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;
  - c. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
  - d. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.
  - e. Compliance with the nonvisual access standards set out this Section is not required if the Board of Supervisors determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

Signature/Date: \_\_\_\_\_ / \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_ / \_\_\_\_\_

Company Name: \_\_\_\_\_

# COUNTY OF FAIRFAX

## COMMONWEALTH OF VIRGINIA

### GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

BIDS ON SOLICITATIONS ISSUED BY THE COUNTY WILL BIND BIDDERS TO THE APPLICABLE CONDITIONS AND REQUIREMENTS IN THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (GCIB) UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION AND SUBJECT TO APPLICABLE STATE, LOCAL, AND FEDERAL LAWS.

BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES SHOULD INFORM THEMSELVES FULLY AS TO THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS OF EACH COUNTY PROCUREMENT BEFORE SUBMITTING BIDS. FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK AND RELIEF CANNOT BE SECURED ON THE PLEA OF ERROR.

1. **AUTHORITY:** The Purchasing Agent has the sole responsibility and authority for purchasing supplies, materials, equipment, and services, except as excluded in the Fairfax County Purchasing Resolution. The Purchasing Agent's responsibility and authority includes, but is not limited to, issuing and modifying solicitations, negotiating and executing contracts, and placing purchase orders. In discharging these responsibilities, the Purchasing Agent may be assisted by contract specialists. Unless specifically delegated by the Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made that is contrary to these provisions and authorities shall be of no effect, void, and does not bind the County.
2. **DEFINITIONS:** Unless otherwise defined in the GCIB, capitalized terms shall have the meanings defined by the Fairfax County Purchasing Resolution.

**AGENCY:** Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

**BID:** The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

**BIDDER/OFFEROR:** Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

**CONTRACTOR:** Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

**INVITATION FOR BID (IFB):** A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

**PURCHASING AGENT:** The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

**REQUEST FOR PROPOSAL (RFP):** A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

**SOLICITATION:** The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an informal solicitation to include telephone calls to prospective bidders.

#### CONDITIONS OF BIDDING

3. **BID FORMS:** Unless otherwise specified in the solicitation, all bids must be (i) submitted on the forms provided by the County, including the bid Cover Sheet and Pricing Schedule(s); (ii) properly signed in ink in the identified spaces; and (iii) submitted in a sealed envelope or package. If the bid prices or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.
4. **LATE BIDS & MODIFICATIONS OF BIDS:**
  - a. Bids or proposals received after the date and time specified for receipt in the solicitation will not be considered.
  - b. **If an emergency, unanticipated event, or closing of County offices interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, then bids will be due at the same time of day specified in the solicitation on the first work day that normal County business operations resume.**
  - c. The official time used for receipt of bids/modifications is the time and date stamp clock located in the Department of Procurement & Material Management. No other clocks, calendars or timepieces are recognized. All bidders must ensure all bids/modifications are received prior to the scheduled due date/time.

**General Conditions and Instructions to Bidders**

5. **WITHDRAWAL OF BIDS:** Bids shall be withdrawn only as set forth in the Fairfax County Purchasing Resolution.
6. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if its bid is accepted.
7. **LABELING OF BIDS:** All bids and proposals submitted in response to a County solicitation must be submitted in a sealed envelope or package identified with the solicitation number, title, and bidder's name and address clearly marked on the outside of the envelope or package.
8. **ACCEPTANCE OF BIDS/BINDING 90 DAYS:** Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.
9. **CONDITIONAL BIDS:** Conditional bids may be rejected in whole or in part.
10. **BIDS FOR ALL OR PART:** The Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict its bid to consideration in the group aggregate by so stating, but must name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
11. **AREA BIDS:** For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.
12. **RECEIPT OF BIDS:** Bids received prior to the time of opening will be securely kept, unopened by the County. No responsibility will attach to the Purchasing Agent or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered by the County.
13. **BID OPENING:** All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 63, General Conditions and Instructions to Bidders. The Purchasing Agent's representative assigned to open the bids will decide when the specified time for bid opening has arrived. Tabulations of bids received are posted on the County's website at: <http://www.fairfaxcounty.gov/procurement/bid-tab>

Proposals received in response to a Request for Proposal (RFP) will be made available as provided in Paragraph 63, General Conditions and Instructions to Bidders.

14. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation that clearly necessary for the operation and completion of such equipment, but are: (i) not fully described by the County; or (ii) are omitted by the County from such specification, shall be considered a part of such equipment even if not directly specified or called for in the specifications.  
  
If a bidder finds discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, it shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.
15. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by a bidder, directly or indirectly, all such bids may be rejected. A bidder who has quoted prices on work, materials, or supplies to a bidder is not disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
16. **TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K.
17. **PROHIBITION AGAINST UNIFORM PRICING:** The Purchasing Agent encourages open and competitive bidding by all possible means and endeavors to obtain the maximum degree of open competition on all purchase transactions using the methods of procurement authorized by the Fairfax County Purchasing Resolution. Each bidder, by virtue of submitting a bid, guarantees that it has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

**SPECIFICATIONS**

18. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the contract specialist whose name appears on the face of the solicitation no later than five working dates before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract specialist.

**General Conditions and Instructions to Bidders**

19. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired. Any article that the County in its sole discretion determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible for clearly and specifically identifying the product being offered and providing sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make, or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.
20. **SPECIFICATIONS:** When a solicitation contains a specification that states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder must abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

**AWARD**

21. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
  - b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
  - c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
  - d. The quality of performance of previous contracts or services;
  - e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
  - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
  - g. The quality, availability and adaptability of the goods or services to the particular use required;
  - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
  - i. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
  - j. Such other information as may be secured by the Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of non-responsibility, the Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.
22. **NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS:** A written award (or Acceptance Agreement) mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the solicitation shall result in a binding contract. The following documents, which are included in the solicitation, are incorporated by reference in and made part of the resulting contract:
- a. County of Fairfax Solicitation Form (Cover Sheet) and other documents which may be incorporated by reference, if applicable
  - b. Acceptance Agreement
  - c. General Conditions and Instructions to Bidders
  - d. Special Provisions and Specifications
  - e. Pricing Schedule
  - f. Any Addenda/Amendments/Memoranda of Negotiations

23. **TIE-BIDS:** If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of re-advertisement for bids, the Purchasing Agent is authorized to award the contract to the tie bidder that has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

24. **PROMPT PAYMENT DISCOUNT:**

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.

**General Conditions and Instructions to Bidders**

- b. If a discount for prompt payment is allowed, the discount period will begin on the date of receipt of a properly completed invoice or acceptance of materials or services, whichever is later.
  - c. For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements.
  - d. For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer, or completion of a credit card transaction.
25. **INSPECTION-ACCEPTANCE:** Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
26. **DEFINITE BID QUANTITIES:** Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.
27. **REQUIREMENT BID QUANTITIES:** On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

**CONTRACT PROVISIONS**

28. **TERMINATION OF CONTRACTS:** Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
  - b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
29. **TERMINATION FOR CONVENIENCE:** A contract may be terminated in whole or in part by the County in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.
30. **TERMINATION OF CONTRACT FOR CAUSE:**
- a. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the County shall have the right to terminate the contract. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
  - b. Termination of the Contract for Cause does not relieve the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.
31. **CONTRACT ALTERATIONS:** No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or her authorized agent.
32. **SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS:** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign its right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from its obligations or change the terms of the contract.
33. **FUNDING:** The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

**General Conditions and Instructions to Bidders**

34. **DELIVERY/SERVICE FAILURES:** If a Contractor (i) fails to deliver goods or services within the time specified or within a reasonable time as interpreted by the Purchasing Agent; or (ii) fails to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by the Purchasing Agent, then the Purchasing Agent shall have the authority to purchase in the open market goods or services of comparable grade or quality to replace goods or services not delivered or rejected. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.
35. **NON-LIABILITY:** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the reasonable control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at her discretion terminate the contract.
36. **NON-DISCRIMINATION:** During the performance of this contract, the Contractor agrees as follows:
- The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating 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 non-discrimination clause.
  - 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.
  - 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.
  - The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
  - Contractor shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended. Contractor shall further require that all of its subcontractors will comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.
37. **SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS USE:**
- It is the declared policy of the County of Fairfax, through its Small and Minority Business Enterprise Program, that Fairfax County and its employees undertake every effort to increase opportunity for use of small or minority businesses in all aspects of procurement to the maximum extent feasible.
  - Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
  - Where Federal grants or monies are involved, it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as they pertain to small and minority business use.
38. **GUARANTEES & WARRANTIES:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before contract execution. Unless otherwise stated, manufacturer's standard warranty applies.
39. **PRICE REDUCTION:** If the Contractor makes a general price reduction for any material covered by the solicitation to customers generally, an equivalent price reduction shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers (i.e., wholesalers, jobbers, or retailers), which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price is not a "general price reduction" under this provision. The Contractor shall submit its invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor will also within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT.
40. **CHANGES:** If in the Purchasing Agent's opinion, it becomes proper or necessary in the execution of this contract to make any change in design, or to make any alterations that will increase the expense, the Purchasing Agent shall determine an equitable adjustment to the Contractor's compensation.
- No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor are first expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.
41. **PLACING OF ORDERS:** Orders against contracts will be placed with the Contractor by Purchase Order or Procurement Card (P-Card) executed and released by the Purchasing Agent or their designee. When a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.



**General Conditions and Instructions to Bidders****DELIVERY PROVISIONS**

42. **SHIPPING INSTRUCTIONS - CONSIGNMENT:** Unless otherwise specified in the solicitation each case, container, package, etc., delivered under the contract must be plainly marked, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.
43. **RESPONSIBILITY FOR MATERIALS OR GOODS TENDERED:** Unless otherwise specified in the solicitation, the Contractor is responsible for the materials or supplies covered by the contract until they are delivered at the delivery point designated by the County. The Contractor bears all risk of loss on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at its risk and expense or dispose of them as the County's own property.
44. **INSPECTIONS:** Inspection and acceptance of materials or supplies will be made after delivery at the designated destinations unless otherwise stated. If inspection is made after delivery at the designated destination, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection is conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
45. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the contract or as directed by the Purchasing Agent when not in conflict with the contract. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. If the Contractor claims the delay in receipt of goods was caused by the County, the Contractor must provide evidence satisfactory to the Purchasing Agent supporting the Contractor's claim. Any request for extension of delivery time from that specified in the contract must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. If the Contractor is delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See contract for the individual instructions.
46. **POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
47. **ADDITIONAL CHARGES:** Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.
48. **METHOD AND CONTAINERS:** Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers that are constructed to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.
49. **REPLACEMENT:** Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.
50. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments must be accompanied by Packing Slips or Delivery Tickets and must contain the following information for each item delivered:
- a. The Purchase Order Number,
  - b. The Name of the Article and Stock Number (Supplier's),
  - c. The Quantity Ordered,
  - d. The Quantity Shipped,
  - e. The Quantity Back Ordered,
  - f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions is sufficient reason for the County's refusal to accept the goods.

**BILLING**

51. **BILLING:** Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted for each purchase order immediately upon completion of the shipment or services. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

**PAYMENTS**

52. **PAYMENT:** Payment shall be made after satisfactory performance that is in accordance with all provisions of the contract, and upon receipt of a properly completed invoice. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any subsequent modifications.

**General Conditions and Instructions to Bidders**

53. **PARTIAL PAYMENTS:** Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.
54. **PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING:** When equipment requires installation (which includes erection, setting up or placing in position, service, or use) and testing, and the installation or testing is delayed, payment may be made based on 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made based on 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

**GENERAL**

55. **GENERAL GUARANTY:** Contractor agrees to:
- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
  - b. Warrant that when the contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
  - c. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
  - d. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
  - e. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.
  - f. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.
56. **SERVICE CONTRACT GUARANTY:** Contractor agrees to:
- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions of those documents provided that the County may reduce the said services at any time.
  - b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
  - c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable government rules, regulations, methods, and procedures.
  - d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. The County is under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
  - e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.
57. **INDEMNIFICATION:**
- a. General Indemnification: Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees and volunteers against Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this Section, a Claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract.

**General Conditions and Instructions to Bidders**

- b. **Intellectual Property Indemnification:** In addition to the General Indemnification, Contractor will indemnify the County for and defend the County against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor's products, software, services, or deliverables. Contractor must indemnify the County for any loss, damage, expense or liability, including costs and reasonable attorney's fees that may result by reason of any such claim.

In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this Paragraph 58, Contractor must at its expense and within a reasonable time: (a) obtain a right for the County to continue using such products and software, or allow Contractor to continue performing the Services; (b) modify such products, software, services or deliverables to make them non-infringing; or (c) replace such products or software with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify the County and accept the return of the products, software, services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to the County the price paid to Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing in Paragraph 58, however, relieves the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract related to a third-party infringement claim.

- c. **Right to Participate in Defense.** The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain the County's prior written consent before entering into such settlement or resolution.
- d. **No Indemnification by the County.** The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.

**58. OFFICIALS NOT TO BENEFIT:**

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of their knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of their immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

59. **LICENSE REQUIREMENT:** All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: <https://www.fairfaxcounty.gov/taxes/business/understanding-bpol-tax>. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

60. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

61. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**General Conditions and Instructions to Bidders**

62. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
  - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
  - c. Trade secrets or proprietary information submitted by a bidder, offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
  - d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.
  - e. The County cannot maintain as confidential any information, data, or records obtainable through the Virginia Freedom of Information or similar law. This includes records or information that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F).

**BIDDER/CONTRACTOR REMEDIES**

63. **INELIGIBILITY:**

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the Purchasing Agent.
  1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
  2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
- b. The Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
  1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
  2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County Contractor;
  3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
  4. Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension or debarment action:
    - a. failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
    - b. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;
  5. Any other cause the Purchasing Agent determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
  6. The contractor has abandoned performance, been terminated for default on a Fairfax County project, or has taken any actions that inure to the detriment of Fairfax County or a Fairfax County project;
  7. The Contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

**General Conditions and Instructions to Bidders****64. APPEAL OF DENIAL OF WITHDRAWAL OF BID:**

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4.A.8, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was not an honest exercise of discretion, but rather was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, the sole relief shall be withdrawal of the bid.

**65. APPEAL OF DETERMINATION OF NONRESPONSIBILITY:**

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

**66. PROTEST OF AWARD OR DECISION TO AWARD:**

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 2, Section 2, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4.D of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4.D, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia. Nothing in this section shall be construed to permit a bidder to challenge the validity of the terms or conditions of the Invitation for Bid or Request for Proposal.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

**67. CONTRACTUAL DISPUTES:**

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the Purchasing Agent's decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

**General Conditions and Instructions to Bidders**

68. **LEGAL ACTION:** No bidder, offeror, potential bidder or offeror, or Contractor shall institute any legal action until all statutory requirements have been met.
69. **VENUE:** This contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with this contract or its performance must be brought in the applicable court of Fairfax County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.
70. **COOPERATIVE PURCHASING:** The County or any entity identified in the Fairfax County Purchasing Resolution, Article 1, Section 3 may participate in, sponsor, conduct or administer a cooperative procurement agreement as set forth in the Fairfax County Purchasing Resolution.
71. **DRUG FREE WORKPLACE:** During the performance of a 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 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 conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom 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.
72. **IMMIGRATION REFORM AND CONTROL ACT:** Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
73. **AUDIT OF RECORDS:** The parties agree that County or its agent must have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to the Contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor must include this requirement in all subcontracts related to this Contract.
74. **NONVISUAL ACCESS:** All information technology, which is purchased or upgraded by the County under this contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:
- Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;
  - the technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;
  - Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
  - The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.
  - Compliance with the nonvisual access standards set out this Section is not required if the Board of Supervisors determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

**APPROVED:**

/S/ Elizabeth D. Teare  
COUNTY ATTORNEY

/S/ Cathy A. Muse  
COUNTY PURCHASING AGENT

**OFFEROR DATA SHEET**

NAME OF OFFEROR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

Name and e-mail addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

Service Representative: \_\_\_\_\_  
Telephone Number: ( ) \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Fiscal Representative: \_\_\_\_\_  
Telephone Number: ( ) \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Payment Address, if different from above:

\_\_\_\_\_  
\_\_\_\_\_

**VIRGINIA STATE CORPORATION COMMISSION (SCC)**  
**REGISTRATION INFORMATION**

The bidder:

is a corporation or other business entity with the following SCC identification number:

\_\_\_\_\_ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids:





**CERTIFICATION REGARDING DEBARMENT OR SUSPENSION**

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all offerors submitting a proposal in response to this Request for Proposal:

- 1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.
- 2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
- 3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

**Printed Name of Representative:** \_\_\_\_\_

**Signature/Date:** \_\_\_\_\_ / \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**SSN or TIN No:** \_\_\_\_\_

**Listing Of Local Public Bodies**

REFERENCE PARAGRAPH 61 OF THE SPECIAL PROVISIONS, "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended to; a "blank" will signify a "NO" response.

	Alexandria Public Schools, VA		Manassas Park, Virginia
	Alexandria Sanitation Authority		Maryland-National Capital Park & Planning Commission
	Alexandria, Virginia		Maryland Transit Administration
	Arlington County, Virginia		Metropolitan Washington Airports Authority
	Arlington Public Schools, Virginia		Metropolitan Washington Council of Governments
	Bladensburg, Maryland		Montgomery College
	Bowie, Maryland		Montgomery County, Maryland
	Charles County Public Schools, MD		Montgomery County Public Schools
	College Park, Maryland		Northern Virginia Community College
	Culpeper County, Virginia		Omni Ride
	District of Columbia		Potomac & Rappahannock Trans. Commission
	District of Columbia Courts		Prince George's County, Maryland
	District of Columbia Public Schools		Prince George's County Public Schools
	DC Water and Sewer Authority		Prince William County, Virginia
	Fairfax County Water Authority		Prince William County Public Schools, VA
	Fairfax, Virginia (City)		Prince William County Service Authority
	Falls Church, Virginia		Rockville, Maryland
	Fauquier County Government and Schools, Virginia		Spotsylvania County Schools, Virginia
	Frederick, Maryland		Stafford County, Virginia
	Frederick County Maryland		Takoma Park, Maryland
	Gaithersburg, Maryland		Upper Occoquan Sewage Authority
	Greenbelt, Maryland		Vienna, Virginia
	Herndon, Virginia		Virginia Railway Express
	Leesburg, Virginia		Washington Metropolitan Area Transit Authority
	Loudoun County, Virginia		Washington Suburban Sanitary Commission
	Loudoun County Public Schools		Winchester, Virginia
	Loudoun County Sanitation Authority		Winchester Public Schools
	Manassas, Virginia		
	Manassas City Public Schools, Virginia		

**Complete and return this form with your proposal.**

\_\_\_\_\_ Vendor Name

**BUSINESS CLASSIFICATION**

**DEFINITIONS**

**Small Business** – means a business, independently owned or operated by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

**Minority-Owned Business** - means a business concern that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

**Woman-Owned Business** – means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

**YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING THE APPROPRIATE BOXES ON THE COVER SHEET (DPSM32).** This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered work shops, government organizations, partnerships, sole proprietorships, etc.



**COUNTY OF FAIRFAX  
DEPARTMENT OF PROCUREMENT & MATERIAL MANAGEMENT  
SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM  
12000 Government Center Parkway, Suite 427  
Fairfax, Virginia 22035-0013  
Fax: 703-324-3228**

**SUBCONTRACTOR(S) NOTIFICATION FORM**

Contract Number/Title: \_\_\_\_\_

Prime Contractors Name: \_\_\_\_\_

Prime Contractor's Classification: \_\_\_\_\_

You are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification of each first-tier subcontractor (ref. paragraph 60, Special Provisions). Please complete this form and return it with your submission.

**Please check here if you are not using a subcontractor:** \_\_\_\_\_

SUBCONTRACTOR(S) NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	ANTICIPATED DOLLAR AMOUNT	VENDOR CLASSIFICATION

**Complete and return this form with your proposal.**

**Request for Protection of Trade Secrets or Proprietary Information Pursuant to  
 Article 2, Section 4.D.3 of the Purchasing Resolution and Va. Code Ann.  
 § 2.2-4342(F)**

Request for Protection of Trade Secrets or Proprietary Information Pursuant to Article 2, Section 4.D.3 of the Purchasing Resolution and Va. Code Ann. § 2.2 4342(F)

This form is provided as a courtesy to assist vendors desiring to protect trade secrets and proprietary information from disclosure under the Virginia Freedom of Information Act. In order to receive protection, you must (a) invoke the protection prior to or upon submission of the data or other materials, (b) identify the data or other materials to be protected, and (c) state the reason(s) why protection is necessary. Each of these requirements must be met with respect to the particular information for which protection is sought.

a)Submission of this form with or without other reference to Article 2, Section 4.D.3 of the Purchasing Resolution or Va. Code Ann. § 2.2-4342(F) shall satisfy the invocation requirement with respect to data or other materials clearly identified herein.

b)Identify the specific data or other material for which protection is sought. Suggested forms of designation include: listing the Proposal Section, Tab, or Page numbers; attaching to this form a copy of the table of contents from your Proposal with the relevant trade secret or proprietary contents highlighted; or identifying herein a document stamp used within the Proposal to designate the relevant materials (e.g. "all portions of the Proposal marked "Proprietary" or "Trade Secret"). NOTE: The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.

c)For each distinct section of data or other information identified in response to paragraph b), above, state the reason(s) why protection is necessary. NOTE: Your explanation must do more than simply stating the materials are "proprietary," or "trade secrets," or "not publicly available." You may attach additional sheets to this form as needed.

Use of this form does not guarantee protection. It is incumbent upon each vendor to meet the prerequisites for protection of their trade secrets or proprietary information. Provision of this form does not constitute legal advice; you are encouraged to consult with your legal counsel prior to designation of materials for protection.

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY



# County of Fairfax, Virginia

## ADDENDUM

DATE: October 12, 2018

### ADDENDUM NO. 1

TO: ALL PROSPECTIVE OFFERORS  
REFERENCE: RFP2000002607  
TITLE: Security Guard Services  
DUE DATE/TIME: November 7, 2018 / 3:00 P.M. (Revised)

The referenced request for proposal is amended as follows:

1. The due date/time has changed to November 7, 2018 at 3:00 P.M.
2. REPLACE Section 40.2 Price Sheet with Attachment 1.
3. Refer to Attachment 2 for responses to questions received via email and at the pre-proposal conference held on September 28, 2018.
4. The Mandatory Pre-Proposal Meeting Attendance Record is attached

All other terms and conditions remain the same.

Michael J. Blair, CPCM  
Contract Specialist Supervisor, Team 2

**THIS ADDENDUM IS ACKNOWLEDGED AND IS CONSIDERED A PART OF THE SUBJECT REQUEST FOR PROPOSAL:**

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**A SIGNED COPY OF THIS ADDENDUM MUST BE INCLUDED IN THE TECHNICAL PROPOSAL OR RETURNED PRIOR TO DATE/TIME OF CLOSING.**

**Note: SIGNATURE ON THIS ADDENDUM DOES NOT SUBSTITUTE FOR YOUR SIGNATURE ON THE ORIGINAL PROPOSAL DOCUMENT. THE ORIGINAL PROPOSAL DOCUMENT MUST BE SIGNED.**

Department of Procurement & Material Management  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013

Website: [www.fairfaxcounty.gov/dpmm](http://www.fairfaxcounty.gov/dpmm)

Phone (703) 324-3201, TTY: 711, Fax: (703) 324-3681

**Attachment 1**

The offeror must submit pricing bids for **Option 1 and Option 2** using the following format. This format may be submitted on an expanded sheet.

<u>Item / Position</u>	<u>RFP Item</u>	<u>Pay Rate per Hour</u>	<u>Billable Regular Rate per Hour</u>	<u>Billable Overtime / Temporary Rate per Hour</u>	<u>Mark Up %</u>	<u>Total Hours / Wk</u>	<u>Total Weekly Cost</u>	<u>Total Annual Cost</u>
Security Officer I	5.19	\$13.00				335.5		
Security Officer I (Seasonal Pine Ridge)	5.19	\$13.00				116	-----	X
Security Officer II	5.20	\$16.00				2269.0		
Security Officer II (seasonal Hypothermia)	5.20	\$16.00				10	-----	X
Security Officer III	5.21	\$16.60				581.25		
Security Officer IV	5.22	\$18.75				372.0		
LT-Armed (Laurel Hill)	4.23	\$17.53				40.0		
Sgt - Unarmed	4.23	\$16.83				90.0		
Lt - Unarmed	5.22	\$17.53				100.0		
Capt - Unarmed	5.23	\$19.53				40.0		
Security Operations Ctr - Lieutenant	5.3	\$19.53				168.0		
Sgt-Armed	5.23	\$19.00				40.0		
Lt-Armed	5.23					0		
Capt-Armed	5.2	\$20.00				40.0		
ID Administrator	7.5	\$21.19				40.0		
ID Administrator - Senior	7.6	\$22.63				40.0		
<b>Total Uniform/Post Hours</b>						4,155.75	(+126 hrs seasonal)	
Field Manager – Sr. Capt.	7.3	\$22.00	X	Margin/Hourly	X	40.0	X	X
Security Specialist	7.7	\$21.19		Salaried		40.0		
APM Scheduler	7.2	\$33.65		Salaried		40.0		
APM Trainer/Courthouse	7.2	\$37.02		Salaried		40.0		
APM Roving Manager	7.2	\$40.38		Salaried		40.0		
Security Consultant	7.4	\$38.46		Salaried		40.0		
Project Manager	7.1	\$43.27		Salaried		40.0		
<b>Total Management Hours (Billed)</b>						240		
Training- County	21.7	X		X	X	X	X	X
Personal Protection Specialist (PPS)	21.8			X	X	X	X	X
Vehicle: 4x4**	21.1	\$1,200	X	X	X	2 veh	X	\$28,800
Vehicle: 4x4**	21.3	Margin	X	X	X	1 veh	X	X
Vehicle: 4x4 Rugged**	21.1	\$1,500	X	X	X	1 veh	X	\$18,000
<b>TOTAL Billed HOURS &amp; COST</b>	X	X	X	X	X	<b>4,395.75</b>		

• \*\* 4 Wheel / All-Wheel Drive required for bad weather conditions.



Attachment 2

- Q1: For forms requiring signatures, will the County accept electronic signatures?  
A1: **The County requires the original proposal to be signed with an original signature on the RFP Cover Page (DPMM32) rev 08/2013).**
- Q2: How are lunch and relief breaks currently being provided?  
A2: **All hourly positions receive a paid 30 minute lunch break and 10-15 relief breaks (as determined by offeror) for an 8 hour shift, except ID Administrators who receive 1 hour unpaid lunch breaks. All officers receiving paid lunch breaks are required to remain on site and respond to incidents that may occur. Reliefs for breaks are dependent on the site. In cases where the officer must be relieved for break, extra staffing is already available at the site, per module description.**
- Q3: Has the County experienced any issues with recruiting or staffing for Officers I, II, and/or III?  
A3: **The offeror is expected to demonstrate a recruiting and placement process that allows the offeror to staff qualified security officers at each level and assignment without loss of security coverage. The offeror will be expected to maintain an acceptable turnover rate and report on a quarterly basis contract turnover and attrition rates. (Section 25.5)**
- Q4: For the positions that are required to be filled by U.S. citizens, is there a specific law, executive order, or regulation that the employer should identify as the basis for the job requirement?  
A4: **U.S. citizenship is required for identified sites deemed by the County to be critical infrastructure.**
- Q5: Will you consider removing the requirement for polygraph testing in Special Condition 13 of the RFP? Generally speaking, the Employee Polygraph Protection Act of 1988 (EPPA) prevents private employers from using lie detector tests and polygraph tests, either for pre-employment screening or during the course of employment (with a few very limited exceptions). Employers generally may not require or request any employee or job applicant to take a lie detector test, or discharge, discipline, or discriminate against an employee or job applicant for refusing to take a test or for exercising other rights under the Act. Although government agencies are permitted by the EPPA to conduct such tests for their employees, the Act specifically provides that this authorization does not flow down to the contractors of those government agencies.  
A5: **Polygraphs are to be used as part of the security officer evaluation process and they are required of all Officers prior to assignment to the Fairfax County Government Account.**
- Q6: RFP page 61, 50.3 Procurement Mastercard - "Contractors are encouraged to accept this method of receiving orders." Please clarify whether this method is used as contractor will need to factor the credit card fee into its pricing methodology.  
A6: **The County does utilize credit cards for this contract.**

Attachment 2

Q7: RFP page 20, 23. Special Events. What is the estimated annual hours of coverage for Special Events?

**A7: Hours vary from year to year. Staffing will include between 1 – 35 officers at a time and between 1 – 2 weeks in coverage time. Celebrate FFX is always the largest annual special event. (Module G page 47)**

Q8: RFP page 20, 24. Emergency Response/Threat Level. Is the 10%, 20% and 50% staffing availability the current staffing or additional staffing above and beyond the permanent staffing requirements?

**A8: Yes. This would be above and beyond permanent staffing.**

Q9: On page 12, section 16.9, Site Training, Herrity is listed twice, once as requiring 32 additional training hours and once as requiring 24 additional training hours. Can the County please clarify how many hours of training are required for officers staffed at the Herrity site?

**A9: Herrity is 32 Hours. The other site should be Heritage, which is 24 hours.**

Q10: Please confirm what resumes are required as part of the technical submission.

**A10: All key management positions listed on page 5.**

Q11: Per section 9.6, is the contractor required to provide a copy of internal code of conduct policies at the time of submission or the time of award?

**A11: Yes, this is required at the time of submission.**

Q12: Per section 13.1, please confirm whether or not incumbent officers will require an updated background polygraph.

**A12: Incumbent officers are exempt from all county requirements/testing required for hiring, since these requirements have already been met (e.g., on-site training, background checks, drug screening, psychological testing).**

Q13: Per 13.1, please provide historical data on the frequency of ad hoc polygraph examinations.

**A13: Ad hoc polygraphs have been utilized for pre-contract assignment only to date.**

Q14: Per 16.5, how many hours are required for semi-annual hands on x-ray screening refresher training?

**A14: The offeror should present their recommended refresher training. This may be documented on-the-job refresher training.**

Q15: Per 16.8, please confirm that Pre-Site Training and Site training is only required for new officers.

**A15: Yes, for new officers only.**

Attachment 2

Q16: In section 16.9, the government has provided a note, “\*Once primary post hours are met security officer must be trained a minimum of 8 additional hours at each Fairfax County Government post or until proficient. SOC is exempt and requires the full 40 hours.)” Please clarify what area of the prior paragraph this note applies to.

**A16: Section 16.9 applies to “Site Training” only.**

Q17: It appears that the language in 16.11 and 16.12 are contradictory. Please clarify if 4 hours of refresher training is required quarterly or semi-annually.

**A17: 16.11 is for ALL armed AND unarmed officers. 16.12 is training for Armed Security officers only.**

Q18: Per 21.3, please clarify the number of cell phones with PTT that are required, 52 or 38?

**A18: All phones must have PTT capability. The management Smart phones may use downloadable apps for PTT, instead of the push button PTT.**

Q19: Per 21.3, please confirm that all equipment that does not explicitly have numbers provided are required for all officers. Ex.: Pepper Spray, Baton, etc.

**A19: Correct, and as dictated by their job description. (e.g. unarmed officers will not receive a weapon; unarmed officers are issued OC spray)**

Q20: Per 21.3, please confirm the number of weapons that are required.

**A20: Number of weapons is dependent on the total number of armed officers assigned to the contract and/or number of armed post on the contract. Offeror may submit proposal for personal issue of weapons or site stored weapons. Where weapons are stored on site...the offeror will provide appropriate safes and clearing barrels, and safety protocols should be in place. (Including ballistic mats were needed.) The County currently owns and has clearing barrels available for use at the Government Center, PSTOC and Public Safety.**

Q21: Is the Four-Wheel Drive Vehicle – (QA Field Capt. Rover) in 21.3 in addition to the vehicles required in 21.1

**A21: Yes. All section 21.3 equipment is at the offeror’s expense.**

Q22: In 40.2 should the sheet be executed for just the blank spots, the spots with X’s, or both?

**A22: All blanks should be filled.**

Q23: In General Conditions and Instructions to Bidders, please clarify the governments use of partial payments for this effort. In what scenario would the county keep 5% of the value of the entire order until the completion of contract.

**A23: This does NOT apply to this contract.**

Q24: For the Management/Key Positions listed on page 5 (other than the field manager) that are to be direct billed, is a mark-up allowed? If not are the cost associated above the base salary (payroll taxes, benefits, etc.) expected to be part of margin?

**A24: Yes, for the Management/Key Positions listed on page 5, a markup is allowed.**

Attachment 2

Q25: Section 20.4, Offeror Furnished Items of Special Provisions, indicates that a standard per mile rate should be included for Other Mgt. Staff. Can the county provide an average mile usage for Other Mgt. Staff as to provide a cost basis?

**A25: The County does not have statistics for average miles used for the other positions, but it is limited to their job description. Mileage directly used for Fairfax County Government support (not offeror needs) is billable to the County on monthly billing.**

Q26: Sec 41 states that within the first 365 days the fees will remain firm. Is this regardless of any changes in local or federal laws, etc. that impact the cost of providing the service?

**A26: Only for specific and individual circumstances and on an exception basis, the County may allow an adjustment of contract pricing as mutually agreed upon by negotiation.**

Q27: Is there a specific package of benefits that the offeror needs to provide, ie vacation, health, 401k, sick leave?

**A27: Offerors shall present the benefit package they believe is appropriate for the officers on the contract. Benefits should meet or exceed federal/state requirements. Higher level benefit packages are preferred for key management.**

Q28: Will the offeror be required to "grandfather" the seniority of officers for purposes of vacation? (The officer will receive 1 week, 2 weeks, or 3 weeks vacation depending on how long he has been working at the county.) Or will the officer start over with the offeror's vacation policy.

**A28: Offerors should include as part of the technical proposal any specific plans for handling the seniority of officers for vacation, however, the County would like to see senior incumbent staff rewarded above entry level vacation.**

Q29: Will incumbent employees be required to pass all health and physical fitness requirements on the start date if a new company is awarded the contract? If yes, will the new contractor have a grace period to test and replace incumbents that cannot pass?

**A29: The incumbent employees will be allowed a 90-day grace period before completing testing.**

Q30: Section 21.1.L – states that all weapons when not assigned to an officer currently on duty shall be locked in a secure safe. Who provides the safe? Is a clearing barrel required?

**A30: Offerors are responsible for providing appropriate safes to store weapons. The county currently has clearing barrels available for use at the Government Center, PSTOC and Public Safety.**

Q31: What specific requirements are associated with provided training for the use of advance trauma kits? Of what does this training consist? Is there a recommended certification that is to be achieved?

**A31: Offerors should develop/provide training and document training necessary to ensure officers are proficient with the use of the trauma kits.**

Attachment 2

Q32: Module B, Public Safety Headquarters – indicates that the post is required Mon-Fri 12 Hours per shift (60 Hours), however, in total hours column it indicates hours per week it indicates 40. Which requirement is correct, 40 hours per week or 60 hours per week?

**A32: See Question 72 “Hours/Staffing Corrections” on last page of this Addendum.**

Q33: Module C, Old Mount Vernon High School - indicates that the post is required Mon-Thurs, however, in days per week column it indicates the requirement is 5 day a week. Which requirement is correct, four days or five days per week?

**A33: Mon - Fri, 5-days per week.**

Q34: In regard to the annual refresher training requirement - Can the contractor provide DCJS recertification training during this time or is DCJS recertification training in addition to this annual training requirement?

**A34: DCJS recertification is outside of the contract; except for Armed Bi-yearly training. DCJS armed recertification may be used as one of the two-yearly refresher trainings. (Section 16.2)**

Q35: Section 5.26, Security Trainer - What subjects will the Security Trainer be responsible for teaching?

**A35: Security Trainer should be able to provide training of all Workplace Violence, Personal Safety, and Security related topics for both security officers and county employees. (see section 21.7)**

Q36: Section 5.26, Security Trainer - Is this the same as the APM/Trainer in the post exhibit provided, or a different position provided by the contractor as overhead referenced in 21.7?

**A36: Yes. The APM/Trainer is a permanent salaried position (section 7.2). The offeror will also supply the hourly rate for an outside trainer when requested (section 21.7).**

Q37: Section 13.1, Polygraph Provider - Can the County disclose the current provider?

**A37: Offerors should select and provide a polygraph provider of their choice.**

Q38: Section 16.5, X-Ray Machines - Is the equipment used for training dedicated for training use only, or is it used for normal operations and can only be used for training outside normal business hours?

**A38: There are no machines designated for training only.**

Q39: Sections 16.8 and 16.9, SOC training hours - 16.8 requires SOC to attend 8 hour DCJS certification, and 16.9 requires 40 hours of post training. Is the 40 hours inclusive of the 8-hour DCJS or separate?

**A39: Separate. DCJS is pre-site training.**

Q40: Section 16.14, Mental Health/First Aid - Is there a course the County prefers?

**A40: The county has a course that can be utilized, but offerors may propose another preferred course.**

Attachment 2

- Q41: 21.3, Radios - What are the specifications for the site radios? What are the specifications for the special event radios?  
**A41: The Government Center Campus (including parking lots, buildings and garages) is the largest space utilizing radios. Radios should have appropriate frequency, range and power output to communicate effectively where used.**
- Q42: Section 21.3, Ballistic Vests - Is there a level ballistic vest required by the County?  
**A42: No.**
- Q43: 21.8, PPS - Can the County provide historical data on how many hours of PPS were billed in previous years?  
**A43: No data available; PPS is a new addition to county contract.**
- Q44: General, Training - Does the County provide space (classroom and practical exercise) for initial and refresher training, or is the offeror responsible for providing a training space?  
**A44: The county can provide space for all training for Fairfax County Government contract assigned officers, excluding the offeror's company orientation.**
- Q45: Does the County provide the curriculum for training?  
**A45: FFX Co owns the current curriculum, but the contractor is responsible for expansion and upgrading the curriculum. All curriculum must be approved by the County.**
- Q46: Is the SOC located in this building (Government Center)?  
**Q46: Yes, the SOC is in the Government Center.**
- Q47: How many vehicles are required for this contract?  
**A47: See section 40.2. (Four vehicles, three carts and one Mule/ATV type vehicle.)**
- Q48: Does the Security Consultant work hand in hand with the County?  
**A48: Yes, the Security Consultant will work with Mr. Sharpe and Mr. Erb.**

**MODULE K:**

- Q49: Does the current provider provide Module K?  
**A49: No. The county is not yet utilizing Module K.**

- Q50: Do you provide Fingerprinting machines?  
**A50: Yes, the County owns and maintains the fingerprint machines. Offerors do not need to provide fingerprint machines.**

**Misc.:**

**Personnel:**

- Q51: Does the client have the ability/ the right of refusal/ first approval to transition current officers to new company.  
**A51: Incumbent transition is encouraged and the successful vendor should attempt to utilize current officers in good standing when possible.**

Attachment 2

Key Management Position:

Q52: When submitting the bid proposal, can the offeror use the resumes of key personnel currently on the contract?

**A52: The County would like to see the resumes from current employees or potential employees from the offeror's company, as an example of the types of staff available to fill such positions.**

Q53: Are you flexible with a combination of new and incumbent personnel in key management positions?

**A53: Yes, but the County must approve any Key Management changes.**

Q54: Section 40.2 - there are a lot of "X's" on Salary positions/managers, is this correct?

**A54: No, corrections to management team have been made (see Atchment 1 of this addendum.**

Q55: Is the only non-direct billable position the Field Manager - Senior Capt.?

**A55: Yes.**

Q56: What are the holidays that the county observes?

**A56: RFP SECTION 11.3 (list of holidays and holiday staffing is below.)**

<b>STANDARD Holiday List</b>	<b>SPECIAL Holiday List</b>
1. Martin Luther King, Jr. Day 2. George Washington's Day 3. Columbus Day 4. Veterans Day	1. New Year's Day 2. Memorial Day 3. Independence Day 4. Labor Day 5. Thanksgiving 6. Day After Thanksgiving 7. Christmas Eve 8. Christmas
<b>STANDARD Holiday Sites Staffed</b>	<b>SPECIAL Holiday Sites Staffed</b>
1. Gov't Center SOC 2. Gov't Center Mobile Patrol 3. Merrifield ( <i>Emergency Services Officer only</i> ) 4. Lake Anne ( <i>10 hour day</i> ) 5. South County ( <i>12 hour day</i> ) 6. Noman Cole 7. I-66 ( <i>24 hour coverage</i> ) 8. I-95 ( <i>24 hour coverage</i> ) 9. PSTOC 10. West Ox Trans Garage 11. Herndon/Monroe VRE Mobile 12. Wiehle Ave Garage 13. Laurel Hill	1. Gov't Center SOC 2. Gov't Center Mobile Patrol 3. Merrifield ( <i>Emergency Services Officer only</i> ) 4. Noman Cole ( <i>Day after Thanksgiving and Christmas Eve Only</i> ) 5. I-66 ( <i>24 hour coverage</i> ) 6. I-95 ( <i>24 hour coverage</i> ) 7. PSTOC 8. West Ox Trans Garage 9. Herndon/Monroe VRE Mobile 10. Wiehle Ave Garage 11. Laurel Hill

Attachment 2

Q57: What are holidays billed at?

**A57: All holidays are billed to the county at the regular rate. The vendor will pay the officers at the holiday rate but bill the County at the regular/straight rate.**

Q58: On the Pricing Sheet, where is 4.19/ 5.23 located?

**A58: Unarmed Lt. and Sgt. - they are in MOD A and in Section 5.**

Q59: Are golf carts provided by the vendor?

**A59: Yes. See Sections 21.1 and 21.3 for vendor provided equipment.**

Q60: Is there any other acceptable form to the CD copy?

**A60: Yes, a USB/thumb drive is acceptable.**

Q61: How far in advance is the renewal reviewed?

**A61: Generally, 6 months, but for this size contract approximately 1 year.**

Q62: MODULE B: WPV – What is WPV?

**A62: WPV stands for Workplace Violence. The WPV Officer is an Armed Security officer (SO4) built in at regular pay for 40 hours. (See Module B Government Center hour breakdown.)**

Q63: For each of the Technical and Price bid submissions, do you want them on the same CD or separate?

**A63: The County has no preference. They will be accepted both ways.**

Q64: Price per mile, in Section 20.4, flat rate, what is this?

**A64: This is Management Vehicle Allowance which is required since the upper management use their own vehicles. This is in addition to the salary.**

Q65: Do you use a credit card to pay for Service?

**A65: No, credit cards will not be used for payments against this contract.**

Q66: HOURS/STAFFING CORRECTIONS

**A66: The following corrections are captured on the Pricing Sheet, Section 40.2. (See Attachment 1):**

- **Module B – Public Safety Building. ADD 40 hours S/O #4 (Mon-Fri; 0900-1700).**
  - Total Public Safety hours 120.
  - Total Module B S/O #4 hours 248.
  - Total Module B hours 974.
- **Module E – Gum Springs Officer should be SO #4 at 44 hours per week.**
- **Module E – Wilston Center should be a SO #2 level officer.**
- **Module H – Pender Drive should be a SO #4 level officer.**



PRE-PROPOSAL MEETING  
ATTENDANCE RECORD  
**SOLICITATION: RFP2000002607,**  
**Security Guard Services**

**September 28, 2018 @ 9:00 A.M.**

Company Name: <u>Securitas</u> Representative: <u>Juan Denmark</u> Phone: <u>571-329-5946</u> Email: <u>Juan.Denmark@securitas.com</u>	Company Name: <u>US Security Assoc.</u> Representative: <u>Linda Purdy</u> Phone: <u>202 853 2295</u> Email: <u>Lpurdy@ussecurityassociates.com</u>
Company Name: <u>Whelan Security Services</u> Representative: <u>Pablo Alvarez</u> Phone: <u>202-210-6197</u> Email: <u>pvalvare2@whelansecurity.com</u>	Company Name: <u>Inter-Con security Systems Inc</u> Representative: <u>Hevi Smith</u> Phone: <u>(571) 384-7020</u> Email: <u>rsmith@icsecurity.com</u>
Company Name: <u>ASPIS PROTECTION SERVICE</u> Representative: <u>DANIEL FARR</u> Phone: <u>703-675-9889</u> Email: <u>DFARR@ASPISPS.COM</u>	Company Name: <u>American Security Programs</u> Representative: <u>Eric Pauland</u> Phone: <u>703-727-1313</u> Email: <u>EPauland@secramericanllc.com</u>
Company Name: <u>SOS Security</u> Representative: <u>Douglas Snyder</u> Phone: <u>(804) 301 7490</u> Email: <u>dsnyder@sossecurity.com</u>	Company Name: <u>ADMIRAL SECURITY</u> Representative: <u>ANITA ROSS</u> Phone: <u>240-480-7233</u> Email: <u>AROSS@ADMIRALSECURITY.COM</u>
Company Name: <u>MAXSENT</u> Representative: <u>TRAVIS GROOMS</u> Phone: <u>703-901-4550</u> Email: <u>tgrooms@maxsent.com</u>	Company Name: <u>AUS</u> Representative: <u>Ann Jask</u> Phone: <u>103 595-1614</u> Email: <u>Ann.jasber@aus.com</u>

PRE-PROPOSAL MEETING  
ATTENDANCE RECORD

Company Name: <u>BTI Security</u> Representative: <u>Dan Stielper</u> Phone: <u>301 562 9201</u> Email: <u>dstielper@bti.security.com</u>	Company Name: _____ Representative: _____ Phone: _____ Email: _____
Company Name: _____ Representative: _____ Phone: _____ Email: _____	Company Name: _____ Representative: _____ Phone: _____ Email: _____
Company Name: _____ Representative: _____ Phone: _____ Email: _____	Company Name: _____ Representative: _____ Phone: _____ Email: _____
Company Name: _____ Representative: _____ Phone: _____ Email: _____	Company Name: _____ Representative: _____ Phone: _____ Email: _____
Company Name: _____ Representative: _____ Phone: _____ Email: _____	Company Name: _____ Representative: _____ Phone: _____ Email: _____

PRE-PROPOSAL MEETING  
ATTENDANCE RECORD  
**SOLICITATION: RFP2000002607,  
Security Guard Services**

**September 28, 2018 @ 9:00 A.M.**

Company Name: <u>United American Security</u> Representative: <u>Terri Hall</u> Phone: <u>757-495-0145/804-387-9645</u> Email: <u>Jill Jones <sup>Team</sup> @UAS.com/Terri.Hall@TEAMUAS.com</u>	Company Name: <u>Walden Security</u> Representative: <u>Kenny Cordle</u> Phone: <u>804-312-6229</u> Email: <u>Richard.Cordle@WaldenSecurity.com</u>
Company Name: <u>EAGLE PROTECTION SERVICES INC</u> Representative: <u>LARRY HALL</u> Phone: <u>703-530-0800</u> Email: <u>LarryHall@eagleprotectionservices.us</u>	Company Name: <u>Admiral Security Services</u> Representative: <u>Vince DiPiero</u> Phone: <u>703-895-0347</u> Email: <u>VDiPiero@AdmiralSecurity.com</u>
Company Name: <u>Eagle Protection Services</u> Representative: <u>River Piercy</u> Phone: <u>703-530-0800</u> Email: <u>VPiercy@eagleprotectionservices.us</u>	Company Name: <u>SASS SECURITY</u> ★ Representative: <u>BRINNA DEEN</u> Phone: _____ Email: _____
Company Name: <u>G4S SECURE SOLUTIONS</u> Representative: <u>CHRIS ROBERTS</u> Phone: <u>757-708-5854</u> Email: <u>Chris.Roberts@USA.G4S.COM</u>	Company Name: _____ Representative: _____ Phone: _____ Email: _____
Company Name: <u>Sheriff's Office</u> Representative: <u>Sgt. W. Meeks</u> Phone: <u>703 246 3279</u> Email: <u>notemich.meeker@surfercounty.org</u>	Company Name: _____ Representative: _____ Phone: _____ Email: _____

PRE-PROPOSAL MEETING  
ATTENDANCE RECORD  
**SOLICITATION: RFP2000002607,**  
**Security Guard Services**

**September 28, 2018 @ 9:00 A.M.**

Company Name: <u>Securitas Security</u> Representative: <u>Joel Ginninger</u> Phone: <u>202-316-8110</u> Email: <u>joel.ginninger@securitainc.com</u>	Company Name: <u>Allied Universal</u> Representative: <u>Chuck Webber</u> Phone: <u>540-429-5870</u> Email: <u>charles.webber@aus.com</u>
Company Name: <u>Allied Universal</u> Representative: <u>Kara Argus</u> Phone: <u>219-794-5131</u> Email: <u>Kara.Argus@aus.com</u>	Company Name: <u>American Security Programs</u> Representative: <u>Elaine Bellan</u> Phone: <u>703-955-5456</u> Email: <u>ebellan@securamericafl.com</u>
Company Name: <u>Aspi's Protection Service</u> Representative: <u>Troy Wilkins</u> Phone: <u>407-384-3970</u> Email: <u>TroyW@aspisps.com</u>	Company Name: _____ Representative: _____ Phone: _____ Email: _____
Company Name: <u>BTI Security</u> Representative: <u>VEARY KIN</u> Phone: <u>301-844-1007</u> Email: <u>vearykin@btisecurity.com</u>	Company Name: _____ Representative: _____ Phone: _____ Email: _____
Company Name: <u>First Coast Security</u> Representative: <u>Amy Skyles</u> Phone: <u>703 282 8443</u> Email: <u>ASKYLES@FCSSFL.COM</u>	Company Name: _____ Representative: _____ Phone: _____ Email: _____

PRE-PROPOSAL MEETING  
ATTENDANCE RECORD  
**SOLICITATION: RFP2000002607,**  
**Security Guard Services**

**September 28, 2018 @ 9:00 A.M.**

Company Name: <u>COMMAND SECURITY</u>	Company Name: _____
Representative: <u>CHRIS HERMAN</u> <small>CORP.</small>	Representative: _____
Phone: <u>703 263 5137</u>	Phone: _____
Email: <u>CHELMAN@COMMANDSECURITY</u> <small>COM</small>	Email: _____
Company Name: _____	Company Name: _____
Representative: _____	Representative: _____
Phone: _____	Phone: _____
Email: _____	Email: _____
Company Name: _____	Company Name: _____
Representative: _____	Representative: _____
Phone: _____	Phone: _____
Email: _____	Email: _____
Company Name: _____	Company Name: _____
Representative: _____	Representative: _____
Phone: _____	Phone: _____
Email: _____	Email: _____
Company Name: _____	Company Name: _____
Representative: _____	Representative: _____
Phone: _____	Phone: _____
Email: _____	Email: _____



# County of Fairfax, Virginia

## ADDENDUM

DATE: October 19, 2018

### ADDENDUM NO. 2

TO: ALL PROSPECTIVE OFFERORS  
REFERENCE: RFP2000002607  
TITLE: Security Guard Services  
DUE DATE/TIME: November 7, 2018 / 3:00 P.M. (Revised)

The referenced request for proposal is amended as follows:

1. Refer to Attachment 1 for responses to questions received.

All other terms and conditions remain the same.

Michael J. Blair, CPCM  
Contract Specialist Supervisor, Team 2

**THIS ADDENDUM IS ACKNOWLEDGED AND IS CONSIDERED A PART OF THE SUBJECT REQUEST FOR PROPOSAL:**

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**A SIGNED COPY OF THIS ADDENDUM MUST BE INCLUDED IN THE TECHNICAL PROPOSAL OR RETURNED PRIOR TO DATE/TIME OF CLOSING.**

**Note: SIGNATURE ON THIS ADDENDUM DOES NOT SUBSTITUTE FOR YOUR SIGNATURE ON THE ORIGINAL PROPOSAL DOCUMENT. THE ORIGINAL PROPOSAL DOCUMENT MUST BE SIGNED.**

Department of Procurement & Material Management  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013  
Website: [www.fairfaxcounty.gov/dpmm](http://www.fairfaxcounty.gov/dpmm)  
Phone (703) 324-3201, TTY: 711, Fax: (703) 324-3681

Attachment 1

Q1: Section 6.3 references Baton Training. Question: Does the county have a preference for the style of baton used by officers (for example, expandable vs fixed length)?

**A1: The Expandable Baton is required.**

Q2: Sections 8.7, 12, 13, 14, and 15 all refer to various types of pre-employment screening (Health & Physical Fitness Requirements, Background checks, Polygraph Examinations, Drug Screening, and Psychological Testing, respectively). Question: Will incumbent personnel, if retained, be required to retake and pass these screening requirements or will their current screened status be sufficient?

**A2: Incumbents will not be required to re-take any screening requirements.**

Q3: Section 8.9 requires all SO2 officers assigned to CSB facilities be provided with Mental Health First Aid, whereas Section 16.14 requires all officers assigned to CSB facilities to be provided with Mental Health First Aid training. Will the County please clarify the discrepancy?

**A3.: ALL officers assigned to CSB facilities are required to have Mental Health First Aid.**

Q4: Will the County please identify which sites are CSB facilities so that there is no pricing confusion amongst offerors?

**A4: Merrifield and Gartlan are both CSB facilities. South County, North County, Pennino, Heritage(Annandale) and Lake Anne have CSB departments located within the buildings. All require MHFA.**

Q5: Section 30.2 of the RFP appears to be in contradiction with the compensation outlined in Section 11.3. Please confirm that officers at DPWES will receive the same overtime/doubletime benefit described in Section 11.3 for holidays?

**A5: Answer: All officers should fall under section 11.3. Disregard section 30.2.**

Q6: Ref Section 13, Polygraph Examinations: Will incumbent personnel, if retained, be required to retake a polygraph exam?

**A6: Answer: No.**

Q7: What is the **approximate** frequency of the periodic exams post-employment?

**A7: There is no set frequency for post-employment exams. No post-employment exams have been requested/scheduled to date.**

Q8: Ref: Section 21.4, Expenses to be Included in Margin Bill Rates: What is the average annual mileage for the existing Security Specialist?

**A8: Answer: Unknown at this time.**

Q9: Please confirm that these expensed to be included in margin bill rates are to be wrapped into the fully burdened bill rates and not billed a separate line item?

**A9: Cost should be included in the bill rate.**

Q10: Will the County please provide the current seniority matrix of the incumbent workforce?

**A10: For 0 - 5 years the current security staff make up is at 71.75%, and for 5+ years it is 28.25%.**

Attachment 1

- Q11: Please provide the type of x-ray machines that are currently being used at County facilities.
- A11: Answer: Rapiscan 500 and 600 series**
- Q12: Ref Section 16.9, Site Training: Herrity is listed twice with two different minimum hour requirements. Please confirm the minimum required hours for this site.
- A12. Please refer to Addendum No. 1**
- Q13: Ref Section 21.3, Equipment - Required Minimum - Included in Bill Rates: Please confirm that the total number of phones to be provided is 104.
- A13: Total number is 52. (7 smart phones, 38 Cell phones with PTT, 7 PTT only phones)**
- Q14: Ref Section 31.2 d.: Please confirm that the hours required for setting up and tearing down the magnetometer, including time to transport, will be billable to the County?
- A14: Yes, hours are included.**
- Q15: Ref 8.7, Health and Fitness Requirements: Are physical exams required to be administered annually as well as pre-assignment?
- A15: Yes, physical fitness test should be annually and can be part of the Bi-Annual Armed training.**
- Q16: Is any requirement to perform annual physicals subject to the permissibility of such exams under applicable law, including the Americans with Disabilities Act?
- A16: Physicals refers to Physical Fitness (PT) exam, which is conducted by the offeror. No medical test is required. (i.e. A distance run, pushups, stairs, etc.)**
- Q17: Ref Section 8.11.a., Male facial hair: Will the County make legally mandated exceptions for religious reasons?
- A17: Yes, legally mandated exceptions will be made. However, any facial hair should be neatly groomed.**
- Q18: May another psychological exam, such as the REID, 16PF or MMPI-2, be administered to armed officers in place of the Adult Personality Inventory specified in Section 15.2 on page 11?
- A18: Offeror may recommend the exam of their choice.**
- Q19: Is there any type of tour system or GPS tracking in place for all roving personnel?
- A19: Any such tour system or GPS tracking used shall be supplied and owned by the successful vendor.**
- Q20: In order to gauge the depth of the polygraph component, can you state what percentage of new applicants are denied hire based upon the poly?
- A20: The County does not receive this information. The County only ensures that polygraphs were administered. Success or failure rates should be managed by the Offeror.**



Attachment 1

Q21: Is the County willing to release an editable/unlocked PDF of the RFP or of the required forms so that the required forms for submission can be typed?

**A21: No.**

Q22: Per Section 40, Cost Proposal Instructions, can the County please provide a preferred format for the breakdown of rates, as offerors likely do not have the same types of rate breakdowns?

**Q22: Section 40.2 "Pricing Sheet" should be filled in as presented. The Offeror should provide an additional spreadsheet that breaks down the billing (wage, taxes, training, etc.).**



# County of Fairfax, Virginia

## ADDENDUM

DATE: November 1, 2018

### ADDENDUM NO. 3

TO: ALL PROSPECTIVE OFFERORS  
REFERENCE: RFP2000002607  
TITLE: Security Guard Services  
DUE DATE/TIME: November 7, 2018 / 3:00 P.M. (Revised)

The referenced request for proposal is amended as follows:

1. Refer to Attachment 1 for responses to questions received.

All other terms and conditions remain the same.

Michael J. Blair, CPCM  
Contract Specialist Supervisor, Team 2

**THIS ADDENDUM IS ACKNOWLEDGED AND IS CONSIDERED A PART OF THE SUBJECT REQUEST FOR PROPOSAL:**

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**A SIGNED COPY OF THIS ADDENDUM MUST BE INCLUDED IN THE TECHNICAL PROPOSAL OR RETURNED PRIOR TO DATE/TIME OF CLOSING.**

**Note: SIGNATURE ON THIS ADDENDUM DOES NOT SUBSTITUTE FOR YOUR SIGNATURE ON THE ORIGINAL PROPOSAL DOCUMENT. THE ORIGINAL PROPOSAL DOCUMENT MUST BE SIGNED.**

Attachment 1

- Q1: Section 5.14 provides, "Personal Protection Specialist (PPS): Advanced contract personal protection security for high level events and threats. Question: Please provide the expected hours of this position.
- A1: **This is a new position to the RFP. Any use of the PPS is expected to be temporary coverage of workplace violence/threats only.**
- Q2: Section 7.4, Page 5 identifies the Security Consultant as a full-time, 40 HPW position with specific responsibilities. Section 7.2 identifies one of the Assistant Project Managers as "APM Security Systems / Consultant", but this title never appears again in the RFP nor in the price sheet in Section 40.2. Question: Was the APM Security Systems / Consultant replaced by the APM Roving Manager? Will the County please confirm that these are two separate positions, requiring two full-time personnel and supporting resumes?
- A2: **One (1) Position. The APM Roving Manager and the APM Security Systems/Consultant are the same position. The APM Consultant is a separate position. Please price the APM Roving Manager and APM Consultant positions found in section 40.2 pricing sheet.**
- Q3: RFP Section 10.1 provides, "Contract security officers and associated personnel shall be appropriately dressed in a readily identifiable uniform provided by the successful offeror. Question 1: Will security officers be provided with lockers and changing areas?
- A3: **No.**
- Q4: Are security officers allowed to wear their uniforms to/from the work site?
- A4: **This falls under the DCJS/offeror's policy.**
- Q5: Does Fairfax County require that security officers cover their uniform when traveling to/from the work site?
- A5: **This falls under the DCJS/offeror's policy.**
- Q6: Question 4: Please clarify "associated personnel". Are Key Management personnel required to dress in uniform or will they wear civilian attire?
- A6: **Key Managers are NOT issued uniforms.**
- Q7: Section 12.1, Page 10 provides that offerors must provide Fairfax County with reports from the NCIC and/or VCIN, if requested. Question: As private entities cannot run such reports, it is requested that further clarification be provided?
- A7: **Fairfax County will not ask to see NCIC and/or VCIN reports. But, the Offeror agrees that the County may run these reports or Local Criminal History Reports if needed.**
- Q8: Section 16.8 describes training minimum training requirements including a battery of items, one of which is "De-Escalation of Aggressive Behavior". Section 8.6 provides for "MOAB or equivalent" or "Advanced MOAB or equivalent" as part of the qualifications required for SO 2s, SO 3s, and SO 4s. Question: Can MOAB training be included in the 26-hours of minimum pre-site training, or does the County desire this to be specifically called out as an additional training item outside of the 26-hour minimum?
- A8: **Yes. MOAB/Advanced MOAB or their equivalent covers the De-Escalation portion of 16.8 pre-site training.**
- Q9: Section 16.15 provides, "The successful offeror will provide training for use of the advance trauma kits." Question: Which officers/personnel are required to receive this trauma kit training?
- A9: **All officers. No certification required, just documented training.**

Attachment 1

Q10: Section 20.1 provides, "The government will furnish or make available to the successful offeror, furnished office space where needed (currently at the Government Center and Public Safety Complex) for the Project Manager and Assistant Project Managers and support staff, to include telephones, computers, and printers." However, Section 21.3 indicates that "Lap Top Computers or Tablet for Management (PM, Consultant, Security Specialist, Scheduler, & APM Rover" is to be included in the Margin Bill Rates with a total of 5 devices. Question: Please clarify who is responsible for providing this equipment? The County or the Offeror?

**A10: The Offeror is only responsible for the laptop computer or tablets that allow management to be mobile. Desk PCs are provided by the County.**

Q11: Section 20.4 indicates that county vehicles are provided as government furnished equipment. Question 1: Due to the indemnification language in Section 57 a., which requires the Contractor to indemnify and defend the County, will the County please provide the number of county-provided vehicles that are available for use, so that offerors may accurately price the cost of insurance for these vehicles?

**A11: Two (2) vehicles. One at I-66 and I-95 landfills/refuge centers.**

Q12: Are offerors responsible for the fueling costs of these vehicles or will this be reimbursed by the county?

**A12: The County fuels the County owned vehicles (2).**

Q13: Are offerors responsible for maintenance costs of these county vehicles?

**A13: No**

Q14: Section 20.1, Page 16 provides, "Office space and equipment. The government will furnish or make available to the successful offeror, furnished office space where needed (currently at the Government Center and Public Safety Complex) for the Project Manager and Assistant Project Managers and support staff, to include telephones, computers, and printers." Section 21.5, Page 16 provides, "Offerors may be required to provide office space." Question: Under what circumstance would additional office space be required, and would this be a reimbursable expense?

**A14: This was required in the past but is not needed now and it is not likely to be needed again. If requested of the Offeror, this would be reimbursable by the County.**

Q15: Section 22.1 J., Page 18 provides, "Control Room Operations - (staffed 24/7). Located in the Government Center. Staffed by a minimum of one officer, the control room operator. Requirement: Control room operators are certified by DCJS and have successfully passed rigorous training requirements prior to working control room operations. Monthly competency testing is required. Question 1: Will this be the Offeror's responsibility, or will the County conduct the competency testing?

**A15: The offeror should conduct and document drills, etc...at least once a month to test SOC competency.**

Q16: Will this testing be accomplished during normal work hours or will it be scheduled separately?

**A16: Test can be completed during normal working hours.**

Q17: Section 27, Page 21 – The specific areas of coverage are described beginning with this section. Question: Will security officers be allowed to park in County parking lots free of charge? Are there any restrictions (time of day or particular site) that should be considered?

**A17: All assigned sites have free/open parking on site for officers.**

Q18: Section 31, Module E Post Exhibit – Teen Centers provides, "Special Monthly Schedule given to Security in advance of event." Question: Approximately how many hours per year are scheduled

Attachment 1

for events at Teen Centers?

**A18: Hours have steadily decreased over the years. Normally less than 5 events per year; 8-10 total hours per event.**

Q19: Section 31, Module E Post Exhibit – Community Centers provides, "Special Monthly Schedule given to Security in advance of event." Question: Approximately how many hours per year are scheduled for events at Community Centers?

**A19: Hours have steadily decreased over the years. Normally less than 5 events per year: 8-10 total hours per event.**

Q20: Section 36, Module J Post Exhibit – Laurel Hill / Lorton Workhouse – Line 3: The third post for Laurel Hill / Lorton Workhouse Arts Foundation indicates a shift schedule of Mon – Fri but provides only two (2) Days/Week and a total of 48 Hrs./Week. The Mon – Fri schedule would imply 120 Hrs./Week. Question: Please confirm the correct schedule for this post.

**A20: Hours were adjusted to 1 officer 24/7 for 168 hours per week. (128 hours of S/O 3 and 40 of LT/Supervisor.) Total module hours and pricing sheet hours (40.2) are correct.**

Q21: Section 36.2 provides, "The Contractor shall provide security services 24 hours a day, 7 days a week. Security guards will wear recognizable security service uniforms and will patrol the property on foot and by vehicle. In addition, one office administrator position is required." Question: If an office administrator position is required, please provide the hours and days that this position fills. It is not part of the post exhibit for Module J.

**A21: Hours were adjusted. NO office administrator is required.**

Q22: Section 40.2 provides a pricing line for Lt-Armed on Line 13 but does not provide a pay rate per hour or Total Hours / Wk. There are also no posts for this position in the modules. Question: Please confirm that this position should not be priced.

Lt - Unarmed	5.22	\$17.53				100.0		
Capt - Unarmed	5.2	\$19.53				40.0		
Security Operations Ctr - Lieutenant	5.3	\$19.53				168.0		
Sgt-Armed	5.22	\$19.00				40.0		
Lt-Armed	5.22					0		
Capt-Armed	5.3	\$20.00				40.0		
ID Administrator	7.5	\$21.18				0		
ID Administrator - Senior	7.6	\$22.63				40.0		

**A22: Currently no position at this level. Do not price.**

Q23: Section 45, Page 58 – This section describes where the proposals should be delivered. Question: Is it possible to hand-deliver the proposal? If so, are there any special requirements?

**A23: Sealed proposals may be hand delivered to 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013 until the due date/time specified.**

Q24: Addendum 1, A6 answers, "The County does utilize credit cards for this contract." Addendum 1, A65 answers, "No, credit cards will not be used for payments against this contract." Question: These answers are contradictory. Will the County be using credit cards to pay for service on this contract?

**A24: The County will NOT utilize credit cards for payment.**

Q25: Addendum 1, Attachment 1 – Total Hours / Wk. for line 6 "Security Officer IV" shows at 372. The breakdown per module is below:

Attachment 1

Module B Government Center  
SO #4 / WPV = 40 HPW  
SO #4 Mobile Patrol = 112 HPW  
SO #4 Mobile Patrol = 16 HPW

Module B Public Safety Headquarters  
SO #4 Sgt / Front Deck = 40 HPW  
SO #4 Front Deck = 40 HPW  
SO #4 added = 40 HPW

Module E Gum Springs  
SO #4 = 44 HPW

Module H Pender Drive  
SO #4 = 40 HPW

Total HPW = 372 HPW

Question: Adding all the hours above = 372 HPW, which matches Attachment 1, line 6. However, where do the 40 Sgt-Armed hours derive from on line 12 of Attachment 1? Please indicate the Module and Facility that provides the Sgt-Armed post hours

**A25: Offerors do NOT price the 40 hours Sgt-Armed; position has been eliminated.**

Q26: Are the 40 hours for the Sgt-Armed line item on Attachment 1 the same hours as SO #4 Sgt / Front Deck in Module B? If so, please confirm that the total SO #4 hours on Attachment 1 should be reduced to 332 from 372.

**A26: Do NOT price Sgt-Armed.**

- **Public Safety Headquarters (PSHQ) has three (3) SO#4 officers at 40 hours per week each. 120 hours of SO#4 for PSHQ.**
- **Total SO#4 hours for the contract is 372 hours.**

Q27: Addendum 1, Attachment 1 – There are "Xs" in the "Billable Regular Rate per Hour" for the first "Vehicle: 4x4\*\*" line and for the "Vehicle: 4x4 Rugged\*\*" line. The Total Annual Cost is also already filled out as is the Pay Rate per Hour. Question 1: Please confirm that the sheet has been provided to offerors as intended and that all offerors should **not** touch these numbers or perform their own calculations to arrive at a different Annual or Monthly cost.

**A27: Yes.**

Q28: If the answer above is "Yes" that offerors are to not change the Monthly and Annual cost figures, then will the County confirm that the awarded contractor and the County will negotiate the acceptable cost of these items?

**A28: No, costs are not negotiable.**

Q29: If the answer above is "No", please confirm that the Monthly and Annual figures provided for the vehicles is to be considered the **maximum** cost acceptable to the County?

**A29: This should be a maximum cost.**

Q30: Addendum 1, A66 provides that the new total for Module B hours is 974, but Attachment 1 indicates that the ID Administrator was added at 40 hours per week. Question: Is the ID Administrator located in the Government Center with the other management personnel? If so, please confirm that the new total hours for Module B is  $974 + 40 = 1,014$ .

**A30: The ID Administrator is located at the Government Center. The Module B Total hours are:**

## Attachment 1

MODULE B	
Position	Hrs/Week
SO #3	158
SO #4	288
SO #4 / Sgt	0
SO #4 / Capt	40
SOC / Lieutenant	168
ID Admin	40
Senior – ID Admin	40
Field Mgr / Capt	40
Security Specialist	40
APMs	120
Security Consultant	40
Project Manager	40
<b>Total</b>	<b>1014</b>

Q31: Addendum 1, A66 provides that the Gum Springs Officer should be an SO#4 at 44 hours per week. Question: Will the County please provide the new tour that makes up this 44 hours?

A31: **Answer:**

Gum Springs: 8100 Fordson Road, Alexandria, VA (Direct)							
Position	# Officers	Shift Days	Days/Week	Shift Hrs	Hrs/Shift	Total Hrs/Week	Notes
SO #4	1	Mon – Fri	5	1500 - 2200	7	35	
SO #4	1	Sat	1	1300-2200	9	9	
<b>Total</b>						<b>44</b>	

Q32: Addendum 2, A7 provides that "there is no set frequency for post-employment exams. No post-employment exams have been requested/scheduled to date.

Addendum 2, A15 provides "Yes, physical fitness test should be annually and can be part of the Bi-Annual Armed training."

Question: These two answers appear to be contradictory in nature. Please confirm that a physical fitness test is required post-employment on an annual basis.

A32: **Addendum 2, A2 refers to Polygraph exams. Addendum 2, A15 refers to physical fitness test.**



# County of Fairfax, Virginia

## ADDENDUM

DATE: November 2, 2018

### ADDENDUM NO. 4

TO: ALL PROSPECTIVE OFFERORS  
REFERENCE: RFP2000002607  
TITLE: Security Guard Services  
DUE DATE/TIME: November 7, 2018 / 3:00 P.M. (Revised)

The referenced request for proposal is amended as follows:

1. Q1: The answers to questions A25 and A26 indicate NOT to price the Sgt-Armed 40 hour position. Does this require an adjustment to Attachment 1, deleting the pay rate/hours of line 12? The result would be a blank pricing line, similar to the line below it (Lt-Armed). It would also reduce the total uniformed/post hours to 4,115.75 from 4,155.75 and the total billed hours to 4,355.75 from 4,395.75.  
**A1: Do not bid the 40 hours of Sgt-Armed. The adjusted total uniformed hours should be 4,115.75.**
2. Reference Addendum 1, Attachment 1 Price Sheet: Replace Price Sheet with new Price Sheet Attached

All other terms and conditions remain the same.

Michael J. Blair, CPCM  
Contract Specialist Supervisor, Team 2

**THIS ADDENDUM IS ACKNOWLEDGED AND IS CONSIDERED A PART OF THE SUBJECT REQUEST FOR PROPOSAL:**

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**A SIGNED COPY OF THIS ADDENDUM MUST BE INCLUDED IN THE TECHNICAL PROPOSAL OR RETURNED PRIOR TO DATE/TIME OF CLOSING.**

**Note: SIGNATURE ON THIS ADDENDUM DOES NOT SUBSTITUTE FOR YOUR SIGNATURE ON THE ORIGINAL PROPOSAL DOCUMENT. THE ORIGINAL PROPOSAL DOCUMENT MUST BE SIGNED.**

Department of Procurement & Material Management  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013

Website: [www.fairfaxcounty.gov/dpmm](http://www.fairfaxcounty.gov/dpmm)

Phone (703) 324-3201, TTY: 711, Fax: (703) 324-3681



## Attachment 1

The offeror must submit pricing bids for **Option 1 and Option 2** using the following format. This format may be submitted on an expanded sheet.

<u>Item / Position</u>	<u>RFP Item</u>	<u>Pay Rate per Hour</u>	<u>Billable Regular Rate per Hour</u>	<u>Billable Overtime / Temporary Rate per Hour</u>	<u>Mark Up %</u>	<u>Total Hours / Wk</u>	<u>Total Weekly Cost</u>	<u>Total Annual Cost</u>
Security Officer I	5.19	\$13.00				335.5		
Security Officer I (Seasonal Pine Ridge)	5.19	\$13.00				116	-----	X
Security Officer II	5.20	\$16.00				2269.0		
Security Officer II (seasonal Hypothermia)	5.20	\$16.00				10	-----	X
Security Officer III	5.21	\$16.60				581.25		
Security Officer IV	5.22	\$18.75				372.0		
LT-Armed (Laurel Hill)	4.23	\$17.53				40.0		
Sgt - Unarmed	4.23	\$16.83				90.0		
Lt - Unarmed	5.22	\$17.53				100.0		
Capt - Unarmed	5.23	\$19.53				40.0		
Security Operations Ctr - Lieutenant	5.3	\$19.53				168.0		
Sgt-Armed	5.23	\$19.00				0		
Lt-Armed	5.23					0		
Capt-Armed	5.2	\$20.00				40.0		
ID Administrator	7.5	\$21.19				40.0		
ID Administrator - Senior	7.6	\$22.63				40.0		
Total Uniform/Post Hours						4,115.75	(-126 hrs seasonal)	
Field Manager – Sr. Capt.	7.3	\$22.00	X	Margin/Hourly	X	40.0	X	X
Security Specialist	7.7	\$21.19		Salaried		40.0		
APM Scheduler	7.2	\$33.65		Salaried		40.0		
APM Trainer/Courthouse	7.2	\$37.02		Salaried		40.0		
APM Roving Manager	7.2	\$40.38		Salaried		40.0		
Security Consultant	7.4	\$38.46		Salaried		40.0		
Project Manager	7.1	\$43.27		Salaried		40.0		
Total Management Hours (Billed)						240		
Training- County	21.7	X		X	X	X	X	X
Personal Protection Specialist (PPS)	21.8			X	X	X	X	X
Vehicle: 4x4**	21.1	\$1,200	X	X	X	2 veh	X	\$28,800
Vehicle: 4x4**	21.3	Margin	X	X	X	1 veh	X	X
Vehicle: 4x4 Rugged**	21.1	\$1,500	X	X	X	1 veh	X	\$18,000
<b>TOTAL Billed HOURS &amp; COST</b>	X	X	X	X	X	<b>4,355.75</b>		

- \*\* 4 Wheel / All-Wheel Drive required for bad weather conditions.

EXHIBIT C

ARLINGTON COUNTY SCOPE OF WORK

Rider Agreement No. 20-084-R

The Contractor shall provide armed security guard services at Ellen M. Bozman Government Center located at 2100 Clarendon Boulevard, Arlington, VA 22201 including areas identified in Exhibit D. (i.e. Levels G-1-G-4 of Lots 1, 2, & 5 Garage Patrol Area). Armed security guard services shall include all services expressed in Exhibit B, unless expressly excluded herein.

**Level of Effort**

The Contractor shall provide the below positions.

- a. Three (3) SO4 armed security officers at post from 8:00 a.m. from 5:00 p.m. Monday through Friday to secure the Bozman Government Center during high traffic business hours on non-County holidays.
- b. One (1) SO4 armed security officer from 5:00 p.m. to 12:00 a.m. Monday through Friday on non-County holidays.
- c. One (1) Captain armed to serve as the Account/Project Manager who will be on post at the Bozman Government Center from 8:00 a.m. to 5:00 p.m. Monday through Friday on non-County holidays. The Account/Project Manager will work alongside Arlington County to assist in developing the evolution of the Security Program.

The aforementioned hours may be adjusted at the discretion of the County Security Manager or Designee. If requested by Arlington County, the Contractor shall provide an ID Administrator to perform security badging/ID generation for the County.

**Pricing**

Officer Type	Quantity	Shift	Days	HPW	Bill Rate	Cost/Week	Cost/Month	Cost/Year
Armed SO4	3.00	0800-1700	Mon-Fri	135.00	\$26.00	\$3,510.00	\$15,210.00	\$182,520.00
Armed SO4	1.00	1700-2400	Mon-Fri	35.00	\$26.00	\$910.00	\$3,943.33	\$47,320.00
Armed Captain	1.00	0800-1700	Mon-Fri	45.00	\$28.74	\$1,293.30	\$5,604.30	\$67,251.60
Totals	5.00		Mon-Fri	215.00		\$5,713.30	\$24,757.63	\$297,091.60

**Arlington Special Provisions of Exhibit B**

**Clarifications**

11.3. Arlington County observes the following holidays, in addition to those listed:

- Martin Luther King’s Day
- President’s Day

Armed security guards are not expected on those holidays, unless requested. Arlington County also reserves the right to add additional holidays and will notify the Contractor as to such. For inclement weather, the Contractor shall follow instructions on <https://www.arlingtonva.us>.

16.9. Site Training – The Contractor shall conduct a minimum of 16 hours of supervised facility-specific training at the Bozman Government Center, training to be determined by post orders at each post. Each Officer will complete the facility specific training before working in an unsupervised status.

21.3. The Contractor shall provide all equipment for each armed security officer except vehicles. Communication device(s) for each armed security officer, semiautomatic handgun for each armed security officer, and other items are subject to approval by County Security Manager or designee.

I. Vehicle Surveillance---The Arlington County Police department number is 703-558-2222 and hereby substituted.

K. The Contractor will be written into Arlington County emergency response plans.

N. The Contractor shall report suspicious and unusual circumstances to the appropriate public safety authority.

V. Roving Patrols—The Contractor shall conduct roving patrols on foot only in permitted areas as set forth in Exhibit D. Roving patrols shall not include grounds (i.e. the plaza), parking lots, or garages other than those set forth in Exhibit D.

X. Securing Doors—Armed security officers are responsible for opening and closing doors as directed by post instructions.

Y. Sign-In/Sign-Out Policy—The armed security officer shall check-in/out with the Project/Account Manager when coming or going off duty. No less than two (2) armed SO4 officers shall be on the premises between 8:00 a.m. -5:00 p.m. Monday through Friday on non-County holidays. No less than one armed SO4 officer shall be on the premises between 5:00 p.m.-12:00 a.m. Breaks should be taken on premises.

### **Special Events**

23.1. The Contractor shall provide support for special events as directed by the County Security Manager or Designee

### **Deletions**

20.6. Arlington County does not request fingerprinting services

21.1. Arlington County does not request the Contractor to provide vehicles

21.4. Arlington County shall not reimburse for mileage or vehicle allowance.

J. Arlington County does not request Control Room Operations.

M. Arlington County does not request flag services.

N. Arlington County does not request bag screening

W. Arlington County does not request screening of packages and bags.

25.2. The Contractor shall not utilize the County's incident reporting system for Security Incident Reports.

27. Arlington County does not request that the Contractor provide services to the Office of the Sheriff.

37. Arlington County does not request any background screening services.

### **Additional Requirements**

The Contractor shall comply with all rules of the Bozeman Government Center, and all other laws, rules, statutes, regulation or ordinance of any governmental agency or body having jurisdiction over the building, as well as, any and all laws regarding the provision of Security Services at the Bozeman Government Center.

The Contractor shall prohibit Guards from concealing firearms upon their persons on the premises, unless the Guard is a visiting supervisor not regularly working at the Bozeman Government Center.



June 12, 2019

**License #:**

11-7958 & 88-10047

Arlington DES, Facilities Management Bureau  
Tsehay Lightfoot, Contract Manager  
1400 N. Uhle Street, Suite 601, Arlington VA 22201  
Delivered via: [tlightfoot@arlingtonva.us](mailto:tlightfoot@arlingtonva.us)

Dear Ms. Lightfoot:

It has been my pleasure talking with you on how SOS Security can help Arlington County elevate and expand your security program. Thank you for the opportunity to present our proposed approach for the new requirements. Our team stands ready to implement whichever solution is preferred by Arlington County.

As we discussed, implementation will be expedited by using a contracting vehicle already in place, specifically as a rider on our contract with Fairfax County Government. Our winning proposal is attached. In it you will find operational detail regarding our organization and staff experience (page 8), references (page 47), security officer selection process (page 48), training programs (page 69), quality control methodologies (page 100) and scope of responsibilities (page 137).

Founded in 1969, SOS Security is a private, American-owned limited liability corporation, headquartered in Parsippany, New Jersey. SOS Security is the fourth largest security company in the United States and has the largest security team operating within the Commonwealth of Virginia. A full list of our Virginia local and state government agencies is in the proposal (page 38.) In Spring 2019, SOS Security was awarded a nine-year security contract to continue our support to Fairfax County Government. Our relationship with Fairfax County Government began in 2012. Due to our security with a smile customer service approach and proven track record of providing high quality personnel, Fairfax County Government chose us again, this time through 2028.

The Fairfax County Government Security Contract provides local government agencies the opportunity to be a rider on the contract to avoid additional lengthy procurement processes. Under this agreement, Arlington County will be our direct client for operational and billing purposes without interference from Fairfax County.

OPTION 1.: Arlington County Bozman Center will be a location to promote SO3 officers to an SO4 position, rewarding our highest quality officers. Currently, all other security positions supporting



Arlington County are SO3 armed personnel; however, we feel that the Bozman Center requires armed security officers to pass a more rigorous firearms range course and competency shooting score, successfully complete advanced physical readiness testing, and complete advanced active shooter response training similar to the approach taken with the Fairfax County Government Center. The modified 75E/07R Handgun Course of Fire and Range Qualification standards for the SO4 officers, and the Physical Abilities Test and Drug Screen scoresheet are attached for your convenience.

Level of Effort:

- a. Three SO4 armed security officers at post from 8:00 AM to 5:00 PM Monday through Friday to secure the Bozman Center during high traffic business hours.
- b. One SO4 armed security officer from 5:00 PM to 12:00 AM Monday through Friday.
- c. One CAPT Armed to serve as the Account Manager who will be on post at the Bozman Center from 8:00 AM to 5:00 PM Monday through Friday. The Account Manager will work alongside Arlington County to assist in developing the evolution of the security program.
- d. We also have the capability to provide an ID Administrator perform security badging/ID generation for the County, if desired.

Option 1								
Officer Type	Quantity	Shift	Days	HPW	Bill Rate	Cost/Week	Cost/Month	Cost/Year
Armed SO4	3.00	0800-1700	Mon-Fri	135.00	\$26.00	\$3,510.00	\$15,210.00	\$182,520.00
Armed SO4	1.00	1700-2400	Mon-Fri	35.00	\$26.00	\$910.00	\$3,943.33	\$47,320.00
Armed Capt	1.00	0800-1700	Mon-Fri	45.00	\$28.74	\$1,293.30	\$5,604.30	\$67,251.60
Totals	5.00			215.00		\$5,713.30	\$24,757.63	\$297,091.60

I look forward to your feedback on the approach most suitable for the County. If you have any questions, please do not hesitate to contact me directly at 703-348-2527 or [jjfrazer@sossecurity.com](mailto:jjfrazer@sossecurity.com)

Sincerely,

John M. Frazer  
Senior Vice President, Mid-Atlantic Regional Director

cc: Rami Natour [rnatour@arlingtonva.us](mailto:rnatour@arlingtonva.us)

Enclosure:

Fairfax County Physical Abilities Test and Drug Screen  
VADCJS 75E/07R Handgun Course of Fire & Range Qualification for Fairfax County Government SO4  
SOS-Fairfax County Government Security Proposal 2019

EXHIBIT D

**SEVENTH AMENDMENT TO LEASE**

**THIS SEVENTH AMENDMENT TO LEASE** (this "Amendment") is made this 4<sup>th</sup> day of November, 2019, by and between **JBGS/COURTHOUSE I, L.L.C.**, a Delaware limited liability company ("Landlord"), formerly known as VNO Courthouse I, LLC, and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body politic ("Tenant").

**WITNESSETH:**

**WHEREAS**, Landlord and Tenant are parties to that certain Amended and Restated Office Building Deed of Lease dated October 23, 2002 (the "Original Lease"), as modified by that certain First Amendment to Amended and Restated Office Building Deed of Lease dated July 27, 2004, that certain Second Amendment to Amended and Restated Office Building Deed of Lease dated July 21, 2008, that certain Third Amendment to Amended and Restated Office Building Deed of Lease dated October 15, 2012, that certain Fourth Amendment to Amended and Restated Office Building Deed of Lease dated November 2, 2016, that certain Fifth Amendment to Amended and Restated Office Building Deed of Lease dated December 22, 2016, and that certain Sixth Amendment to Amended and Restated Office Building Deed of Lease dated February 27, 2017 (collectively, the "Lease"), pursuant to which Tenant leases from Landlord approximately two hundred thirty-four thousand nine hundred thirty-seven (234,937) rentable square feet of office space (as more particularly described in the Lease, the "Premises") on the first (1<sup>st</sup>), second (2<sup>nd</sup>), third (3<sup>rd</sup>), fourth (4<sup>th</sup>), fifth (5<sup>th</sup>), sixth (6<sup>th</sup>), seventh (7<sup>th</sup>), eighth (8<sup>th</sup>), ninth (9<sup>th</sup>), and tenth (10<sup>th</sup>) floors of the building located at 2100/2200 Clarendon Boulevard, Arlington, Virginia (the "Building");

**WHEREAS**, Tenant desires to engage a third-party contractor to provide security services within the Premises, which security services may involve armed guards; and

**WHEREAS**, Landlord is amenable to Tenant's request, subject to the terms herein.

**NOW, THEREFORE**, based on the mutual promises and covenants between the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals**. The above recitals are incorporated by reference as if fully set forth herein.
2. **Security Guards**. Landlord agrees that Tenant may engage a properly accredited and/or licensed third-party contractor (the "Security Company") to perform security services (the "Security Services"), by guards carrying handguns (the "Guards"), within the following listed areas: (a) the Premises (which includes escorting Tenant's employees to the parking facility serving the Building (the "Garage")); (b) patrols of those portions of the Garage which are on Lots 1, 2 & 5 as shown on Exhibit A attached hereto. For the avoidance of doubt the lobby of 2100 Clarendon Boulevard is considered part of the Premises. Such Security Services may be performed twenty-four (24) hours per day, seven (7) days per week, and shall be subject to the following express conditions:
  - (i) No Guards may enter the premises of other tenants in the Building while armed without such tenants' consent (provided that nothing herein shall be deemed to prevent Guards from entering retail premises in the Building while armed for the purpose of patronizing such tenants' businesses if such tenants permit Guards to do so.);

- (ii) Only firearms approved by the Security Company may be carried into the Building by the Guards;
- (iii) Without limitation of the breadth of subpart (i) above, it is expressly agreed that: (a) the Guards may not "patrol" the common areas of the Complex owned by Landlord, except those portions of the Garage permitted under Paragraph 2 above, (b) the Guards may not perform Security Services in the Day Care Center or Outside Play Areas (as such terms are defined in Paragraph 12 of the above-referenced Sixth Amendment) without Landlord's consent, and (c) no Guards may provide Security Services in any occupied portion of the Premises that the named Tenant herein does not occupy (e.g., subleased or licensed space within the Premises) without the consent of the occupant thereof;
- (iv) Tenant must enter into a written contract with the Security Company (the "Guard Contract") that requires the Security Company to cause all Guards at the Building to be trained as armed security officers pursuant to the requirements of the Virginia Department of Criminal Justice Services ("DCJS"), including without limitation: (a) the limitations of their role and authority, (b) de-escalation techniques, and (c) firearms safety, handling, and marksmanship, liability, and judgmental shooting;
- (v) The Guard Contract must require the Security Company to cause all Guards to be appropriately registered with DCJS as an armed security officer, and cause such Guards and require the Security Company to comply with all Laws (defined in Section 6.5 (c) of the Original lease) applicable to the provision of the Security Services at the Premises;
- (vi) The Guard Contract must require the Guards to be uniformed at all times when on duty on the Premises and prohibit Guards from concealing firearms upon their persons on the Premises, unless the Guard is a visiting supervisor not regularly working at the Premises;
- (vii) The Guard Contract must include:
  - (a) a requirement that the Security Company carry Commercial General Liability Insurance, with minimum limits of at least Ten Million Dollars (\$10,000,000.00) per occurrence and Twenty Million Dollars (\$20,000,000.00) in the aggregate, naming the Landlord Indemnitees and others designated by Courthouse Plaza Landlord (defined below) as additional insureds (such minimum limits being stated as minimums and shall not operate to cap any recovery by a Landlord Indemnitee if actual coverages are higher);
  - (b) an indemnification provision as follows: "(INDEMNIFICATION - The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the (i) 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 paragraph); (ii) the County's landlord ("the Courthouse Plaza Landlord, under that certain Amended and Restated Office Building Deed of Lease dated October 23, 2002, as heretofore and hereafter amended, pursuant to which the County leases space in 2100 Clarendon Blvd; (iii) the respective owners, partners, trustees, officers, members, directors, principals, affiliates, agents and employees, and mortgagees, of Courthouse Plaza Landlord (the "Other Landlord Designees"), as additional insureds (the entities and persons in this clause (The Courthouse Plaza Landlord, and the persons or entities referenced in subparagraph (iii) above are hereinafter referred to collectively as "Landlord Indemnitees"); 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 attorneys' 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 at Courthouse Plaza 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, and/or the Courthouse Plaza Landlord the Contractor fails or refuses to fulfill its obligations contained in this paragraph, the Contractor shall be liable for and reimburse the County and/or the Courthouse Plaza Landlord 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/or Courthouse Plaza Landlord. Failure to pay the County as required by this subparagraph may result in such amounts being withheld from any amounts due to Contractor under this Contract";

(c) a provisions that "The limits of insurance required of contractor herein shall be primary and exhaust vertically through contractor's primary and umbrella/excess liability coverages and any primary or umbrella/excess liability coverage maintained by Owner shall not be called upon to contribute to any loss arising out of this agreement until contractor's insurance and indemnification obligations have been fully satisfied. Each policy (including umbrella/excess) shall state that the insurance provided to the additional insureds is primary and non-contributory to any other insurance (including primary, excess, self-insurance, or on any other basis) available to the additional insureds." and

(d) provide that the Security Company enter into a direct indemnification agreement with Landlord substantially in the form attached hereto as Exhibit B;

- (viii) Prior to the commencement of Security Services, and whenever Tenant changes Security Companies, Tenant must submit to Landlord the following: (a) a current copy of the above-referenced Guard Contract (including any amendments or other modifications thereto), and (b) the Security Company's certificate of insurance evidencing the requirements above; in the event Tenant shall have failed to comply with the obligations of this sub-paragraph (viii), Landlord shall have the right, but not the obligation to request that Tenant provide such missing documents to Landlord. In the event Tenant fails to provide any missing certificate of insurance to Landlord within thirty (30) days following receipt of Landlord's request, or in the event Tenant fails to provide any such missing Guard Contract (including any amendment or modifications thereto to Landlord within ten (10) business days following receipt of Landlord's request, then until Tenant cures the failure, Landlord may suspend Tenant's right to deploy the Guards under this Paragraph 2.
- (ix) Tenant shall be responsible for any claims, damages or obligations arising out of Tenant's failure to comply with the requirements set forth herein to the full extent permitted by the laws of the Commonwealth of Virginia, subject further to the provisions set forth in Section 44 of the Original Lease;
- (x) Landlord shall have the right, but not the requirement, at its option, to notify Tenant of Landlord's reasonable belief that any individual Guard is not in compliance with the terms herein, has behaved unprofessionally or otherwise unacceptably at the Building, or of Landlord's receipt of complaints from other occupants of the Building concerning the

conduct of such Guard. The notice shall state in reasonable detail the grounds for Landlord's assertions or the basis of the complaint, as applicable. Upon receiving such notice, Tenant shall cause the individual Guard to be removed from service at the Premises. Tenant may only allow reassignment of the Guard at the Building where such review clearly demonstrates to Landlord's reasonable satisfaction no improper behavior of such Guard.

- (xi) Landlord shall have the right, but not the requirement, at its option to notify Tenant of any violation of Paragraph 2. Tenant shall have thirty (30) days following receipt of any such notice to cure any such violation; provided that in the event that any such violation reasonably results in imminent danger for injury to life or imminent risk of damage to property then such cure period shall be reduced to ten (10) business days. If the violation is not cured within the foregoing time, then until it is cured, Landlord may suspend Tenant's rights under this Paragraph 2.

The permission set forth in this Paragraph 2 is personal to the named Tenant herein, and shall not convey or be exercisable by any assignee, subtenant, licensee, or other occupant of the Premises.

3. Notices.

- (a) The Lease is hereby modified to reflect the following address for notices to Landlord:

Through November 11, 2019:

JBGS/COURTHOUSE I, L.L.C.  
c/o JBGS/OP Management Services, L.L.C.  
4445 Willard Avenue, Suite 400  
Chevy Chase, Maryland 20815  
Attention: Lease Administration

with a copy to:

JBGS/COURTHOUSE I, L.L.C.  
c/o JBGS/OP Management Services, L.L.C.  
4445 Willard Avenue, Suite 400  
Chevy Chase, Maryland 20815  
Attention: Legal – Commercial Leasing

From and after November 11, 2019:

JBGS/COURTHOUSE I, L.L.C.  
c/o JBGS/OP Management Services, L.L.C.  
4747 Bethesda Avenue, Suite 200  
Bethesda, Maryland 20814  
Attention: Legal – Commercial Leasing

with copies to:

JBGS/COURTHOUSE I, L.L.C.  
c/o JBGS/OP Management Services, L.L.C.  
4747 Bethesda Avenue, Suite 200  
Bethesda, Maryland 20814  
Attention: Lease Administration

(b) The Lease is hereby modified to reflect the following rent payment address for  
Landlord:

JBGS/COURTHOUSE I, L.L.C.  
P.O. Box 642078  
Pittsburgh, PA 15264-2078

4. **Sustainability.** In connection with (x) any initiative by Landlord to achieve certification for the Building under LEED standards, an "Energy Star" rating, or any other similar certification and rating, and (y) Landlord's sustainability operating practices for the Building, if any, Tenant agrees: (a) to provide such information in Tenant's ready possession or control regarding Tenant's operation that is useful to support Landlord's certification or rating initiative or operating practices for the Building, provided that the information is reasonably requested by Landlord, is requested with specificity in writing, and is requested no more frequently than once per calendar year, the information is not confidential or otherwise protected by law, that Tenant may deliver the information electronically and in the format in which Tenant maintains it, without any obligation to translate or otherwise reformat it, and that Landlord reimburses Tenant for any costs incurred in complying with Landlord's requests; and (b) at Landlord's written request, to reasonably cooperate with Landlord, at no expense to Tenant, in implementing environmentally responsible operating practices for the Building, which may include compliance with Landlord's rules, regulations and procedures which are now or in the future instituted by Landlord in order for Landlord to adequately operate the Building in a manner which would allow Landlord to maintain such LEED certification, in Landlord's reasonable discretion, including, but not limited to, any reasonable rules, regulations and procedures concerning lighting, HVAC design criteria and waste management, so long as such rules are implemented on at least sixty (60) days' notice and that no such rules, regulations or procedures are inconsistent with or tend to diminish Tenant's rights under the Lease.

5. **REIT.** Notwithstanding any other provision of the Lease, neither Tenant nor any direct or indirect assignee or subtenant of Tenant may enter into any lease, sublease, license, concession or other agreement for use, occupancy or utilization of space in the Premises which provides for a rental or other payment for such use, occupancy or utilization based in whole or in part on the net income or profits derived by any person from the property leased, occupied or utilized, or which would require the payment of any consideration which would not fall within the definition of "rents from real property", as that term is defined in Section 856(d) of the Internal Revenue Code of 1986, as amended. If Landlord, in its sole discretion, advises Tenant that there is any risk that all or part of any payments made under the Lease will not qualify as "rents from real property", Tenant agrees: (i) to cooperate with Landlord, at no expense to Tenant, to restructure the Lease in such manner as may be necessary to enable such payments to be treated as "rents from real property", and (ii) to permit an assignment of this Lease by Landlord, in each case provided such restructuring or assignment is made at no cost to Tenant and will not increase amounts payable by, or decrease amounts payable to, Tenant.

6. **Brokers and Commissions.** Landlord and Tenant each hereby represent and warrant that, in connection herewith, each did not retain, consult or deal with any broker or real estate agent, salesperson or finder, and there is no commission, charge, or other compensation due on account thereof in regard thereto. The rights, obligations, warranties and representations herein shall survive the expiration or sooner termination of the Lease, as amended hereby.

7. **Defined Terms; Captions.** Terms that are defined in the Lease shall have the same meanings when such terms are used in this Amendment unless stated to the contrary herein. The paragraph captions in this Amendment are for convenience of reference only and will not be deemed to limit, affect, or have any effect on the interpretation of the provisions of this Amendment or the Lease.

8. **Ratification; Entire Agreement.** Except as expressly set forth in this Amendment, Tenant shall lease the Premises from Landlord subject to and in accordance with the terms of the Lease. Unless a term or condition of the Lease is expressly contradicted by the terms of this Amendment or modified hereby, all terms and conditions of the Lease will remain in full force and effect and continue to bind Landlord and Tenant. In the event that a term of this Amendment is fundamentally inconsistent with a term of the Lease, the terms of this Amendment will control. The terms of the Lease, as modified hereby, are ratified and affirmed by the parties. The terms of this Amendment and the Lease contain the entire agreement of the parties as to the matters covered hereby and Tenant's leasing of the Premises. No terms, conditions, representations, warranties, promises, or understandings, of any nature whatsoever, express or implied, have been made or relied upon by either of the parties hereto. Neither this Amendment nor any other provision of the Lease may be modified, waived, discharged or terminated other than by a writing executed by the parties hereto.

9. **Severability.** Each and every covenant, agreement, obligation, or other provision contained in this Amendment is, and will be construed to be, a separate and independent covenant and agreement of the party bound thereby, and will not be construed to be dependent on any other provision of this Amendment or the Lease (unless this Amendment or the Lease specifically provides otherwise). If any term or provision of this Amendment shall, to any extent, be declared invalid or unenforceable, the remainder of this Amendment and the application of any term or provision, to persons or circumstances other than those as to which the application is declared invalid or unenforceable, will not be affected.

10. **Governing Law; Deed of Lease.** The terms of this Amendment and the Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia. The Lease, as amended hereby, is deemed to be a Deed of Lease for purposes of Section 55-2, Code of Virginia (1950), as amended.

**SEE FOLLOWING PAGE FOR SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year hereinbefore first written.

WITNESS FOR LANDLORD:

  
Print Name: Nia Banks

LANDLORD:  
JBG/COURTHOUSE I, L.L.C.

By:  (seal)  
Name: David B. Ritchey  
Title: Authorized Signatory


WITNESS FOR TENANT:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

TENANT:  
THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

By:  (seal)  
Name: Uri Arkin  
Title: Real Estate Bureau Chief

Approved as to form:

  
\_\_\_\_\_  
County Attorney

**EXHIBIT A**  
**LOTS 1, 2 & 5 GARAGE PATROL AREA**

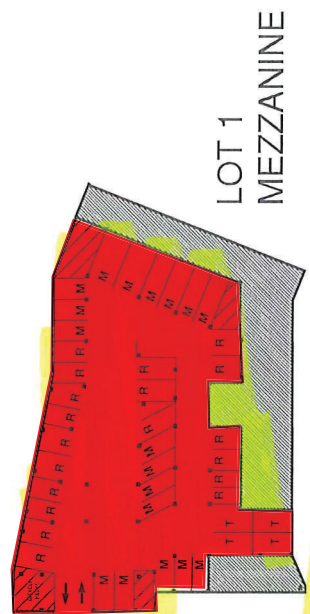
Note: Parking space count and layout based on field observation, not actual survey.

**Overall Parking Tabulations by Type**

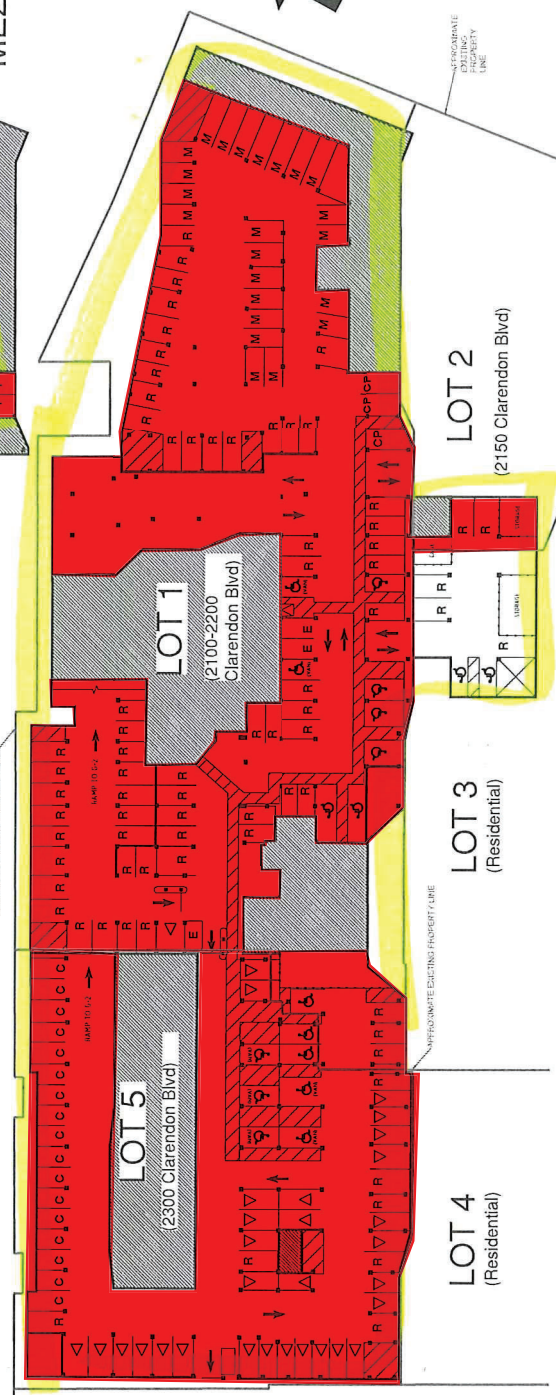
STANDARD	RESERVED	ADA	ADA (VAN)	COMPACT	METERED	POLICE	ELECTRIC	MOTORCYCLE				
△	R	T	♿	C	M	P	E	MC				
G-1	31	93	4	10	7	17	41	3	3	-	209	
G-2	263	12	-	22	6	42	-	6	351	6	351	
G-3	258	8	-	44	-	-	-	11	327	-	327	
G-4	226	47	12	-	39	-	-	2	326	-	326	
<b>TOTAL</b>	<b>778</b>	<b>160</b>	<b>22</b>	<b>32</b>	<b>13</b>	<b>142</b>	<b>41</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>19</b>	<b>1213</b>

**Overall Parking Tabulations by Lot**

	G-1	G-2	G-3	G-4	TOTAL
LOT 1 (2100-2200 CLARENDON)	100	151	181	158	590
LOT 1 (MEZZANINE)	41	-	-	-	41
LOT 2 (2150 CLARENDON)	-	9	49	54	112
LOT 3 (RESIDENTIAL)	7	-	-	-	7
LOT 4 (RESIDENTIAL)	-	-	32	32	32
LOT 5 (2300 CLARENDON)	61	91	97	82	331
LOT 6 (HOTEL VNO USE)	-	100	-	-	100
<b>TOTAL</b>	<b>209</b>	<b>351</b>	<b>327</b>	<b>326</b>	<b>1213</b>



LOT 1  
MEZZANINE



**G-1/Mezzanine Parking Tabulations**

STANDARD	RESERVED	ADA	ADA (VAN)	COMPACT	METERED	COUNTRY	POOL	ELECTRIC	MOTORCYCLE	
△	R	T	♿	C	M	CP	E	MC		
LOT 1	1	62	-	6	2	-	23	3	3	100
LOT 1 (MZ)	-	19	4	-	18	-	-	-	-	41
LOT 2	-	-	-	-	-	-	-	-	-	-
LOT 3	-	5	-	2	-	-	-	-	-	7
LOT 5	30	7	-	2	5	17	-	-	-	61
<b>TOTAL</b>	<b>31</b>	<b>93</b>	<b>4</b>	<b>10</b>	<b>7</b>	<b>17</b>	<b>41</b>	<b>3</b>	<b>3</b>	<b>209</b>

**GOROVE / SLADE**  
Transportation Planners and Engineers

DATE: 10.2.2008  
REV: 1  
REV: 2  
REV: 3

PROJECT NO: 140-085

140 Connecticut Ave NW / Suite 600 / Washington DC / 20006 / 202.296.4822  
1035 Washington Street / Suite 102 / Newport, VA / 23609 / 817.248.8792

COURTHOUSE PLAZA  
PARKING SPACE LAYOUT STUDY  
ARLINGTON COUNTY, VIRGINIA

1:2500

**G-1**

Note: Parking space count and layout based on field observation, not actual survey.

Overall Parking Tabulations by Type

	STANDARD RESERVED		HANDICAP RESERVED		ADA (VAN)		COMPACT		METERED		ELECTRIC		MOTORCYCLE	
	R	T	♿	♿ (VAN)	C	M	P	E	MC	TOTAL				
G-1	31	93	4	10	7	17	41	3	3	-	209			
G-2	263	12	-	22	6	42	-	6	351	-	327			
G-3	258	8	-	-	-	44	-	-	11	327				
G-4	226	47	12	-	-	39	-	2	2	326				
<b>TOTAL</b>	<b>778</b>	<b>160</b>	<b>22</b>	<b>32</b>	<b>13</b>	<b>142</b>	<b>41</b>	<b>3</b>	<b>3</b>	<b>19</b>	<b>1213</b>			

Overall Parking Tabulations by Lot

	Overall Parking Tabulations by Lot						TOTAL
	LOT 1 (2100-2200 CLAREDON)	LOT 2 (2150 CLAREDON)	LOT 3 (RESIDENTIAL)	LOT 4 (RESIDENTIAL)	LOT 5 (2300 CLAREDON)	LOT 6 (HOTEL VNO USE)	
G-1	100	151	181	158	590	41	41
G-2	-	9	49	54	112	7	7
G-3	61	91	97	82	337	100	100
G-4	209	351	327	326	1213		
<b>TOTAL</b>	<b>209</b>	<b>351</b>	<b>327</b>	<b>326</b>	<b>1213</b>		

LOT 6  
(Hotel)  
(For VNO Use)



G-2 Parking Tabulations

	STANDARD RESERVED		HANDICAP RESERVED		ADA (VAN)		COMPACT		METERED		ELECTRIC		MOTORCYCLE	
	R	T	♿	♿ (VAN)	C	M	P	E	MC	TOTAL				
LOT 1	121	10	-	12	2	4	-	-	2	151				
LOT 2	9	-	-	-	-	-	-	-	9	9				
LOT 5	48	2	-	10	1	27	-	-	3	91				
LOT 6	85	-	-	3	11	-	-	-	1	100				
<b>TOTAL</b>	<b>263</b>	<b>12</b>	<b>-</b>	<b>22</b>	<b>6</b>	<b>42</b>	<b>-</b>	<b>-</b>	<b>6</b>	<b>351</b>				

**GOROVE / SLADE**  
Transportation Planners and Engineers

DATE: 10.3.2018  
REV.1:  
REV.2:  
REV.3:  
SOT: PDB  
SOT: PDB

**COURTHOUSE PLAZA**  
PARKING SPACE LAYOUT STUDY  
ARLINGTON COUNTY, VIRGINIA

1140 Cornerstone Ave. NW / Suite 600 / Washington DC / 20004 / 202.336.4623  
1503 Washington Street / Suite 202 / Hampton, VA / 23061 / 251.548.8952

PROJECT NO. 1403-003

SHEET 2 OF 4

G-2



Note: Parking space count and layout based on field observation, not actual survey.

**Overall Parking Tabulations by Type**

STANDARD	RESERVED	TOTAL	ADA	ADA (VAN)	COMPACT	METERED	POLICE	ELECTRIC	MOTORCYCLE
△	R	T	♿	♿ (VAN)	C	M	P	E	MC
G-1	31	93	4	10	7	17	41	3	-
G-2	263	12	-	22	6	42	-	-	6
G-3	258	8	6	-	-	44	-	-	11
G-4	226	47	12	-	-	39	-	-	2
<b>TOTAL</b>	<b>778</b>	<b>160</b>	<b>22</b>	<b>32</b>	<b>13</b>	<b>142</b>	<b>41</b>	<b>3</b>	<b>19</b>

**Overall Parking Tabulations by Lot**

	G-1	G-2	G-3	G-4	TOTAL
LOT 1 (2100-2200 CLARENDON)	100	151	181	158	590
LOT 1 (MEZZANINE)	41	-	-	-	41
LOT 2 (2150 CLARENDON)	-	9	49	54	112
LOT 3 (RESIDENTIAL)	7	-	-	-	7
LOT 4 (RESIDENTIAL)	-	-	32	32	32
LOT 5 (2300 CLARENDON)	61	91	97	82	331
LOT 6 (HOTEL VMO USE)	-	100	-	-	100
<b>TOTAL</b>	<b>209</b>	<b>351</b>	<b>327</b>	<b>326</b>	<b>1213</b>



**G-3**

**G-3 Parking Tabulations**

STANDARD	RESERVED	TOTAL	ADA	ADA (VAN)	COMPACT	METERED	POLICE	ELECTRIC	MOTORCYCLE
△	R	T	♿	♿ (VAN)	C	M	P	E	MC
LOT 1	156	7	6	-	3	-	-	-	9
LOT 2	40	-	-	-	9	-	-	-	49
LOT 5	62	1	-	-	32	-	-	-	2
<b>TOTAL</b>	<b>258</b>	<b>8</b>	<b>6</b>	<b>-</b>	<b>44</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>71</b>

**GOROVE / SLADE**  
 Transportation Planners and Engineers

**COURTHOUSE PLAZA  
 PARKING SPACE LAYOUT STUDY  
 ARLINGTON COUNTY, VIRGINIA**

DATE: 06/20/08

NO. 1: 1-20' SCALE

NO. 2: 1-20' SCALE

NO. 3: 1-20' SCALE

NO. 4: 1-20' SCALE

PROJECT NO. 107-088

DATE: 06/20/08

NO. 1: 1-20' SCALE

NO. 2: 1-20' SCALE

NO. 3: 1-20' SCALE

NO. 4: 1-20' SCALE

Note: Parking space count and layout based on field observation, not actual survey.

STANDARD	RESERVED	TOTAL	ADA	ADA (VAN)	COMPACT	METERED	POLICE	ELECTRIC	MOTORCYCLE
△	R	T	♿	♿ (VAN)	C	M	P	E	MC
31	93	4	10	7	17	41	3	3	-
G-1	253	12	-	22	6	42	-	6	391
G-2	258	8	6	-	44	-	-	11	327
G-3	226	47	12	-	39	-	-	2	326
G-4	226	47	12	-	39	-	-	2	326
TOTAL	778	160	22	32	142	41	3	3	1213

LOT 1 (2100-2200 CLARENDON)	LOT 2 (2150 CLARENDON)	LOT 3 (RESIDENTIAL)	LOT 4 (HOTEL VMO USE)	TOTAL
G-1	G-2	G-3	G-4	TOTAL
100	151	181	158	590
41	-	-	-	41
-	9	49	54	112
7	-	-	-	7
-	-	-	-	32
61	91	97	82	331
-	100	-	-	100
209	351	327	326	1213



STANDARD	RESERVED	TOTAL	ADA	ADA (VAN)	COMPACT	METERED	POLICE	ELECTRIC	MOTORCYCLE
△	R	T	♿	♿ (VAN)	C	M	P	E	MC
142	3	10	-	-	1	-	-	2	158
LOT 1	12	39	2	-	1	-	-	-	54
LOT 2	25	-	-	-	7	-	-	-	32
LOT 4	47	5	-	-	30	-	-	-	82
LOT 5	47	5	-	-	39	-	-	-	82
TOTAL	226	47	12	-	39	-	-	2	326

# G-4

DATE: 10/23/18  
REV 1  
REV 2  
REV 3

**COURTHOUSE PLAZA**  
**PARKING SPACE LAYOUT STUDY**  
ARLINGTON COUNTY, VIRGINIA

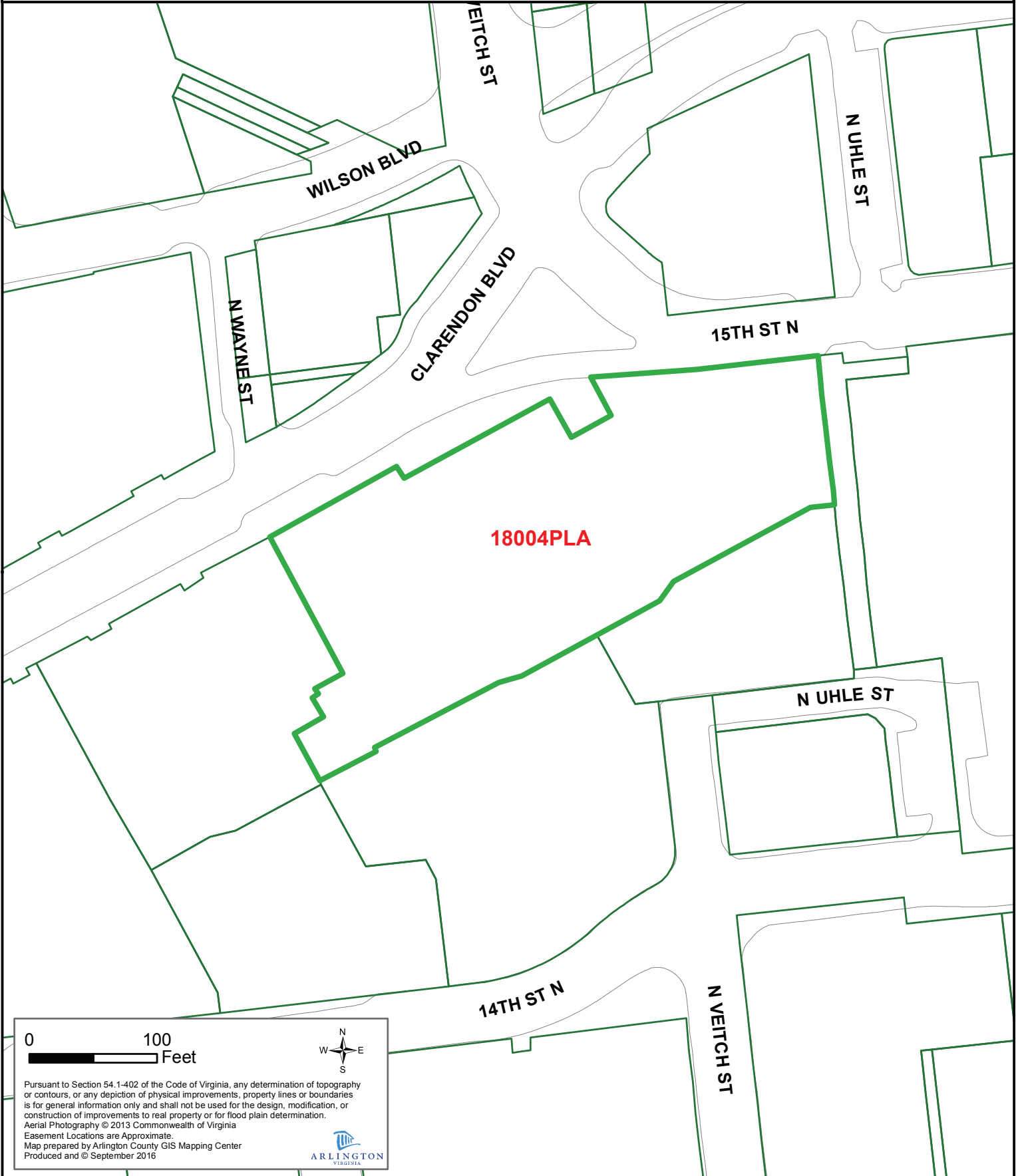
1100 CONNECTICUT AVE. NW / SUITE 400 / WASHINGTON DC / 20004 / 202-294-8625  
1932 WASHINGTON STREET / SUITE 212 / ARLINGTON, VA / 22204 / 571-248-9902  
2015 COMMONWEALTH ROAD / SUITE 100 / DANLON, VA / 22019 / 703-979-9595

**GOROVE / SLADE**  
Transportation Planners and Engineers

PROJECT NO. 140-188  
4 / 4

**EXHIBIT B**  
**FORM OF INDEMINITY AGREEMENT**

Vicinity Map  
CHP Lease Amendment  
2100 Clarendon Blvd  
RPC # 18004PLA



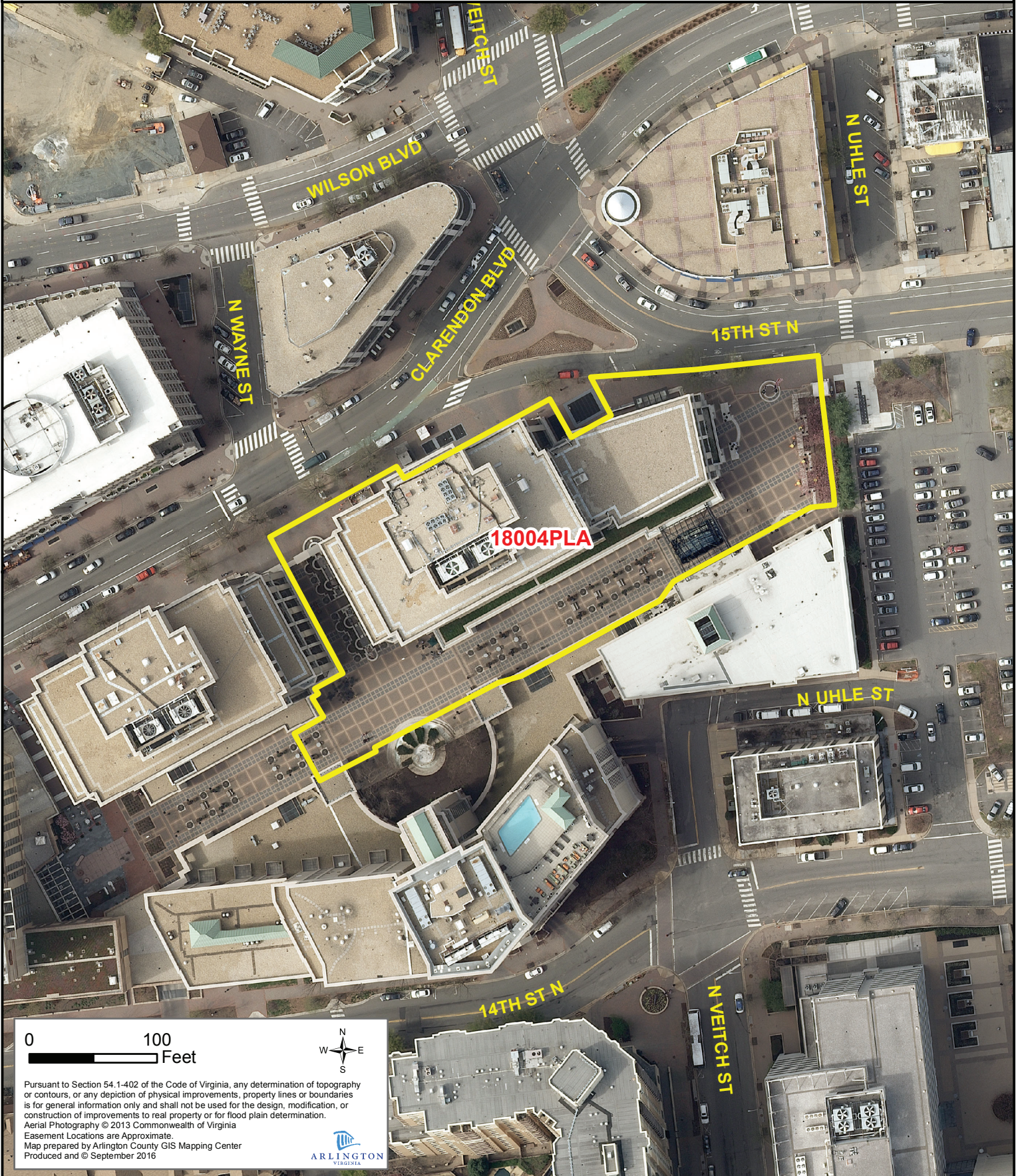
0 100 Feet



Pursuant to Section 54.1-402 of the Code of Virginia, any determination of topography or contours, or any depiction of physical improvements, property lines or boundaries is for general information only and shall not be used for the design, modification, or construction of improvements to real property or for flood plain determination. Aerial Photography © 2013 Commonwealth of Virginia. Easement Locations are Approximate. Map prepared by Arlington County GIS Mapping Center. Produced and © September 2016.



Vicinity Map  
CHP Lease Amendment  
2100 Clarendon Blvd  
RPC # 18004PLA



0 100 Feet



Pursuant to Section 54.1-402 of the Code of Virginia, any determination of topography or contours, or any depiction of physical improvements, property lines or boundaries is for general information only and shall not be used for the design, modification, or construction of improvements to real property or for flood plain determination. Aerial Photography © 2013 Commonwealth of Virginia. Easement Locations are Approximate. Map prepared by Arlington County GIS Mapping Center. Produced and © September 2016.





## EXHIBIT E

### INDEMNIFICATION AGREEMENT

**THIS INDEMNIFICATION AGREEMENT** (the "Agreement") is entered into this 5th day of December, 2019 by and between **JBGS/Courthouse I, L.L.C.**, a Delaware limited liability company ("Landlord"); and **SOS Security LLC**, a Delaware limited liability company t/a SOS Security of Virginia LLC (the "Contractor")

**WHEREAS**, Landlord is Landlord under that certain Amended and Restated Office Building Deed of Lease dated October 23, 2002, as heretofore and hereafter amended, (the "Lease") pursuant to which The County Board of Arlington County ("Tenant" or the "County") leases space in 2100 Clarendon Boulevard (the "Building") from Landlord;

**WHEREAS**, Tenant has requested that Landlord agree to amend the Lease to permit Tenant to enter into a contract with a third-party security contractor (the "Security Contract") to provide security services at the Building to Tenant, including the use of armed security guards;

**WHEREAS**, Landlord has agreed to amend the Lease to permit Tenant to enter into the Security Contract on the express condition that the Contractor enter into this Agreement directly with Landlord.

NOW THEREFORE, IT IS HEREBY AGREED BETWEEN LANDLORD AND CONTRACTOR AS FOLLOWS:

1. The foregoing recitals are included herein as if fully set forth.
2. Contractor acknowledges that the Security Contract is solely between Contractor and Tenant, and that Landlord has no authority under the Security Contract to manage, supervise, or otherwise direct Contractor, or any employees or agents of Contractor in the performance of the Security Contract.
3. Contractor shall carry Commercial General Liability Insurance (written on the current version available of ISO occurrence form or CG 00 01 equivalent basis) with minimum limits of at least Ten Million Dollars (\$10,000,000.00) per occurrence and Twenty Million Dollars (\$20,000,000.00) in the aggregate (the "Insurance Policy"). The Insurance Policy shall name as additional insureds the Landlord Indemnitees (defined below) and others designated by Landlord upon at least thirty (30) days' notice to the Contractor (such minimum limits being stated as minimums and shall not operate to cap any recovery by a Landlord Indemnitee if actual coverages are higher). The policy limits may be obtained through any combination of primary and excess insurance (including umbrella coverage). Such policy must provide a waiver of subrogation in favor of Landlord and the other Landlord Indemnitees and any other additional insureds;
4. **INDEMNIFICATION** - The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the (i) the Landlord; (ii) the owners, partners, trustees, officers, members, directors, principals, affiliates, agents and employees, and mortgagees of the Landlord (the Landlord, and the persons or entities referenced in this subparagraph (ii) are hereinafter referred to collectively as "Landlord Indemnitees"); 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 attorneys' 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 at Courthouse Plaza called for by the Security Contract. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the Landlord, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the Landlord for any

8.2 Effective Date of Notice. Notices personally delivered shall be deemed effective upon delivery; notices sent by certified or registered mail shall be deemed effective upon the earlier of (i) the date of receipt or rejection by the addressee, or (ii) three (3) days following the date of mailing (excluding Sundays and holidays on which mail is not delivered by the United States Postal Service). Notwithstanding the foregoing, any notice pertaining to a change of address of a party shall be deemed effective only upon receipt or rejection by the party to whom such notice is sent.

8.3 Notice Addresses:

For Landlord

JBGS/COURTHOUSE I, L.L.C.  
c/o JBGS/OP Management Services, L.L.C.  
4747 Bethesda Avenue, Suite 200  
Bethesda, Maryland 20814  
Attention: Legal – Commercial Leasing

with copies to:

JBGS/COURTHOUSE I, L.L.C.  
c/o JBGS/OP Management Services, L.L.C.  
4747 Bethesda Avenue, Suite 200  
Bethesda, Maryland 20814  
Attention: Lease Administration

For Contractor

SOS Security, LLC  
1915 Route 46 East  
Parsippany, NJ 07054  
Attention: Marc Bognar, EVP

The Landlord additionally shall send to Tenant, at Tenant's address for notices under the Lease, copies of all notices sent to Contractor.

9. Landlord and Contractor each hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other in connection with any matter arising out of or in any way connected with this Agreement.

10. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction within which the Building is located. The unenforceability, invalidity, or illegality of any provision herein shall not render any other provision herein unenforceable, invalid, or illegal.

11. Landlord agrees that in the event Contractor requests a waiver of any of the requirements of this agreement, that Landlord will consider any such request, but Landlord is under no obligation to approve any request for a waiver from Contractor.

12. This Agreement is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No course of prior dealings between the parties or




their officers, partners, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the parties, their agents or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Agreement. This Agreement can be modified only by a writing signed by both parties hereto. The language of this Agreement shall in all cases be construed as a whole and according to its fair meaning, and not strictly for or against either Landlord or Contractor. The interpretation or construction of this Agreement shall be unaffected by any argument or claim, whether or not justified, that this Agreement has been prepared, wholly or in substantial part, by or on behalf of Landlord or Contractor.

**IN WITNESS WHEREOF**, Landlord has caused these presents to be signed by its authorized representative, and the Contractor has caused these presents to be signed in its legal name by its duly authorized officer and its seal to be hereto affixed and duly attested.

**LANDLORD:**

**WITNESS FOR LANDLORD:**

  
Print Name: Nia Banks

**JBGS/COURTHOUSE I, L.L.C.**


By:  (seal)  
Name: David B. Ritchey  
Title: Authorized Signatory

**CONTRACTOR:**

**WITNESS FOR CONTRACTOR:**

  
Print Name: Michele Ryan

**SOS SECURITY LLC**

By:  (seal)  
Name: Marc Bogner  
Title: Executive Vice President