

IMPORTANT NOTICE

**THIS IS AN ELECTRONIC PROCUREMENT (eBID)
SUBMISSIONS WILL ONLY BE ACCEPTED ELECTRONICALLY VIA THE
BONFIRE PORTAL (<https://fairfaxcounty.bonfirehub.com>)**

Fairfax County Government uses a procurement portal powered by Bonfire Interactive for accepting and evaluating bids. To register, visit <https://fairfaxcounty.bonfirehub.com>. Additional assistance is also available at Support@GoBonfire.com.

Submitting bids via the Bonfire portal is **mandatory**. Fairfax County will not accept bids submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (e-mail) in response to this IFB. Reference section titled "SUBMISSION OF BIDS" in the Special Provisions.

Fairfax County strongly encourages bidders to submit bids well in advance of the bid submission deadline. A bid submission is not considered successful unless all necessary files have been uploaded and the 'Submit & Finalize' step has been completed. Bidders are responsible for the consequences of any failure to plan ahead in the submission of its bid.

SPECIAL PROVISIONS1. **SCOPE:**

1.1. The purpose of this solicitation is to establish a term contract(s) with distributors for the provision of Emergency Vehicle Up-Fitting Equipment to include sales and installation of lighting, sirens and related equipment for all departments and activities of the County of Fairfax for the requirements listed in this solicitation.

1.2. Bidders are required to include the following with their bid:

- Vendors Legal Authorized Signature (DPMM30 cover sheet)
- Bid Table Section 1 (BT-34DW) in Bonfire, pricing schedule.
- Bid Table Section 2 (BT-06FJ) in Bonfire, pricing schedule.

Failure to provide these items will result in rejection of the bid.

1.3. Bidders should include the following with their bid:

- Attachment A
- Bidders shall supply a letter from the manufacturer indicating that they are in fact an Authorized Distributor and that their account is in good standing for the line items they are bidding on.
- Installers bidding on **Section 2**, Whelen Products for FCPD/FRD vehicles must be Core Command Certified. Company shall supply factory issued certificates of training course completion for each individual.
- Manufacturers list price sheet.
- EVT Certification and the date of Certification for all lead technicians.

Failure to provide these items may result in rejection of the bid.2. **BACKGROUND:**

2.1. The current contracts can be viewed on the County's contract register at <http://www.fairfaxcounty.gov/cregister/> by entering contract numbers 4400009101, 4400009102, 4400009103, 4400009104, 4400009105, 4400009106, 4400009268, 4400009108, 4400009109, 4400009110 in the contract number field.

2.2. The quality of these items is paramount, as the vehicles being up fitted are rated for severe use in the following designations: law enforcement, fire/rescue, and/or continuity of Vehicle Services operations

3. **PERIOD OF CONTRACT:**

3.1. The initial period of this contract shall be for the term of two years, with the option to renew for three (3) additional one-year options.

3.2. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's Purchasing Department. The County reserves the right to renew the contract for three (3) additional one (1) year periods based on satisfactory contractor performance and if agreeable to all parties.

3.3. 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 Invitation for Bid 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

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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.

4. **PRICES AND PRICE ADJUSTMENT:**

- 4.1. All items shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract.
- 4.2. All percentage discounts provided will remain firm throughout the term of the contract.

5. **ESTIMATED QUANTITIES/PROJECTED REQUIREMENTS:**

- 5.1. The quantities specified in this solicitation are estimates only and are given for the information of bidders and for the purpose of bid evaluation.
- 5.2. Authorized individuals will place orders for specific quantities of items covered in the resultant contract, as requirements arise. Please refer to the Special Provisions paragraph 15 entitled, METHOD OF ORDERING.

6. **DELIVERY/TIME OF PERFORMANCE:**

- 6.1. Fairfax County requires that delivery be made at destination within the shortest time frame possible. Bidders must insert a definitive time frame, IN DAYS, on the Bid Table, Pricing Schedule within which delivery will be made after receipt of order (ARO). Indefinite terms such as "promptly," "stock," "without delay," etc., may not be given consideration. **FAILURE TO PROVIDE A DEFINITIVE DELIVERY TIME MAY RESULT IN THE DISQUALIFICATION OF THE BIDDERS' BID IN ITS ENTIRETY OR FOR THE ITEM SPECIFIED.**
- 6.2. Bidders shall make it clear on the bid table, pricing schedule, the number of days which it will take to restock items and make available to deliver non stocked items after the receipt of order.
- 6.3. The place of delivery of items ordered under this contract shall be agreed upon between the authorized representative placing the order and the Contractor at the time the order is placed. Deliveries will be made to various locations in Fairfax County between the hours of 5:30 A.M. – 6:30 P.M. on regular County business days unless other arrangements have been made.
- 6.4. The County may pick up orders from the vendor when it is in the best interest of the County. In these instances, the Contractor shall release the materials only to the designated representatives of the County Agency authorized to place and pick up orders.
- 6.5. The Department of Vehicle Services (DVS) may authorize the contractor to expedite parts deliveries through air freight, UPS, transit bus or other method for speedy delivery of critical parts. This authorization will only be granted on an exception basis. The County will pay the cost of special shipping.
- 6.6. Should any order take longer than the stated delivery time provided by the Bidder on the Pricing Schedule, notification must be provided to the County so personnel can pursue

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other options.

7. **QUOTATION LIMITATION:**

- 7.1. Bidders shall offer only ONE PRICE AND/OR DISCOUNT for each line-item bid. No alternatives will be accepted, unless requested by the County.

8. **INTERPRETATION OF BID:**

- 8.1. Any questions pertaining to this solicitation shall be directed to:

Chan Park, Contract Specialist I
 Department of Procurement & Material Management
 12000 Government Center Parkway, Suite 427
 Fairfax, Virginia 22035-0013
 Telephone Number: (703) 324-8125
 E-mail: chan.park@fairfaxcounty.gov

9. **SUBMISSION OF BIDS:**

- 9.1. Bids must be received electronically through Fairfax County's online Procurement Portal at: <https://fairfaxcounty.bonfirehub.com>, on or before the Submittal Deadline. Bids will only be accepted through the portal. Fairfax County will not accept bids submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (i.e., e-mail) in response to this IFB. Bid submissions and registration are free of charge. Bidders can register for a free account at: <https://fairfaxcounty.bonfirehub.com>, which will be required when preparing a bid. Documents may be uploaded at any time during the open period. The official time used for receipt of bids/modifications is the time stamp within the Bonfire portal. No other clocks, calendars or timepieces are recognized. For technical questions related to a submission contact Bonfire at Support@GoBonfire.com.
- 9.2. If, at the time of the scheduled bid closing Fairfax County Government is closed due to inclement weather or another unforeseeable event, the bid closing will still proceed electronically through the Bonfire system.
- 9.3. Technical Information: Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Minimum system requirements for the Bonfire portal - Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled.
- 9.4. Each bidder must use the Bid Table functionality provided in the Bonfire portal to submit pricing for their bid. For each line item in the Bid Table, bidders must submit all requested information for that line item (this could include unit pricing, percentage discounts and/or labor rates). By executing the Cover Sheet, the bidder acknowledges they have read this solicitation, understand it, and agree to be bound by its terms and conditions.

10. **QUESTIONS AND ADDENDA:**

- 10.1. Bidders shall submit questions no later than five (5) business days before the due date of the solicitation. **Questions submitted after the "Questions Due Date" will not be addressed.**
- 10.2. Should any changes be made to the solicitation, a notice of addenda will be posted on eVA and the Bonfire portal. It is the Bidder's responsibility to monitor the Bonfire portal for the most current addenda.

SPECIAL PROVISIONS11. **BID OPENING:**

- 11.1. All bids received in response to an Invitation for Bid (IFB) will be opened at the date and time specified, read publicly, and made available for inspection as provided in paragraph 13, General Conditions and Instructions to Bidders. Bidders may view the bid opening on **April 8, 2024, at 2:00 pm** by Microsoft Teams conferencing. Please join by registering using the link below:

Join on your computer, mobile app or room device[Click here to join the meeting](#)

Meeting ID: 218 408 738 10

Passcode: 7BJ7v4

[Download Teams](#) | [Join on the web](#)**Or call in (audio only)**[+1 571-429-5982,,203695043#](#) United States, Arlington

Phone Conference ID: 203 695 043#

[Find a local number](#) | [Reset PIN](#)

A copy of the bid tabulation may be made available in the DPMM website at <http://www.fairfaxcounty.gov/procurement/bid-tab/>

12. **BID EVALUATION/CONTRACT AWARD:**

- 12.1. Manufacturers listed in the solicitation (bid table, Section 1) will be awarded to the most responsive and responsible bidder providing highest percentage discount. The County reserves the right to award the contract by Manufacturer or to make a Primary and Secondary award, based on what the County determines to be in its best interest.
- 12.2. Item listed in this solicitation (bid table, section 2) will be awarded to the lowest responsive and responsible bidder meeting specifications. The County reserves the right to award the contract by Manufacturer or to make a Primary and Secondary award, based on what the County determines to be in its best interest.
- 12.3. Only authorized distributors shall be considered for award.
- 12.4. Where basis of award is "discount from Price List, the Price List Sheets shall be the currently published in National Standard Manufacturer's Price Lists. Each Bidder shall quote the percentage of discount from the Price List cited above and shall furnish a copy with their bid submission or provide access to an electronic catalog. The percentage discount bid by each bidder, do not have to be the same percentage discount applicable to all PARTS and/or EQUIPMENT items in the different tables. The percentage discounts shall remain firm for the duration of the contract.

13. **BID ACCEPTANCE PERIOD:**

- 13.1. Any bid in response to this solicitation shall be valid for 180 days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

SPECIAL PROVISIONS14. CONTRACT INSURANCE PROVISIONS

- 14.1. The Contractor is responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.
- a. The Contractor must during the continuance of all work under the contract provide the following:
- (1) Statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$1,000,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 - (2) Commercial General Liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 in aggregate, to protect the Contractor, its subcontractors, and the interest of the County, its officers and employees 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 the contracted work.
 - (3) 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 Commercial General Liability policy.
- b. Liability Insurance "Claims Made" basis:
- (1) If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same.
 - (2) The Contractor must either:
 - i. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's or sub-contractor's work under this contract, or
 - ii. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
- c. Liability insurance may be arranged by a combination of primary and excess or umbrella policies.
- d. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed

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to and approved by the County's Risk manager prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the County.

- e. After a period of five-years from Agreement Date, the County may reasonably require higher limits of insurance or additional insurance coverage against other hazards for which insurance is reasonably obtainable and which, at the time, are commonly insured against in the case of similar properties conducting similar activities within the geographic area of the Property, whether or not such additional insurance requirements are otherwise described or contemplated herein.
- f. 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: VII.
- g. 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: VII or better.
- h. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein and The County of Fairfax, its officers, employees and agents shall be named as an "additional insured" for all liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."
- i. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.
- j. Contractor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against the County and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Contractor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Contractor or its subcontractors. Where permitted by law, Contractor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- k. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.
- l. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30-day written notice to the County. 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 may result in suspension of all payments until the new certificate is furnished.
- m. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities provisions of the contract.
- n. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor is as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by the Contractor as it is for acts and omissions of person directly

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employed by Contractor.

- o. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- p. The Contractor and all subcontractors are to comply with applicable federal, state, and local occupational safety and health requirements, including, but not limited to, the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this contract.

15. **METHOD OF ORDERING:**

- 15.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 15.2. A Purchase Order (PO) may be issued to the Contractor on behalf of the County agency ordering the items/services covered under this contract. 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.
- 15.3. 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 MasterCard. Contractors are encouraged to accept this method of receiving orders.
- 15.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 15.5. 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.

16. **INVOICING PROCEDURE:**

- 16.1. The invoice shall contain the applicable Purchase Order number and the name of the Agency receiving the supplies. Payment will be made in accordance with paragraph 53, 54, and 55 of the General Conditions and Instructions to Bidders.

17. **SALES/DELIVERY TICKETS:**

- 17.1. Orders placed under this contract for delivery placed by PO or Procurement Card or for pick up by an authorized representative, shall be supported by the Contractor's Sales/Delivery Ticket. The Contractor's Sales/Delivery Ticket shall contain the following information:
 - 1. Contractor's Name
 - 2. Credit Card Order Number (begins with either A, J, N, or W, and is followed by 6 numbers or a Purchase order assigned to your company)
 - 3. Contract Number
 - 4. Date of Purchase
 - 5. Itemized list of supplies furnished
 - 6. Quantity, list price, percentage discount, price after discount and extension of each item, and total, in accordance with the Contract.
 - 7. Name of authorized representative ordering the supplies

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8. Name of Fairfax County Agency receiving the supplies
- 17.2. In all instances, the Contractor will prepare a Sales/Delivery Ticket, whether delivery is made by the Contractor or pick up is made by a Fairfax County representative at the Contractor's place of business. The Contractor's Sales/Delivery Ticket will be signed, by the Fairfax County representative, with a copy being retained by the Contractor.
18. **CORRESPONDENCE:**
- 18.1. All communications between the parties relating to material contractual issues shall be through the Contract Specialist and must be in writing to be deemed binding.
19. **ADDITIONS/DELETIONS:**
- 19.1. The County reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. Fairfax County and the Contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.
20. **CANCELLATION OF ORDERS:**
- 20.1. Time is of the essence in furnishing the items ordered. The County reserves the right to cancel the order and/or to refuse delivery if the items ordered are not furnished within the period of time specified in this contract.
21. **EMERGENCY PURCHASES:**
- 21.1. Should the Contractor be unable to furnish the required item within the period of time specified in the contract the County reserves the right to make emergency purchases from other sources.
22. **ORDER OF PRECEDENCE:**
- 22.1. In the event of conflict, the Acceptance Agreement and the Special Provisions of this solicitation shall take precedence over the General Conditions and Instructions to Bidders or any other contract document.
23. **SUBCONTRACTING:**
- 23.1. 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 Small Business and Supplier Diversity <https://www.sbsd.virginia.gov>; local chambers of commerce and other business organizations.
24. **USE OF CONTRACT BY OTHER PUBLIC BODIES:**
- 24.1. Reference Paragraph 71, General Conditions and Instructions to Bidders, Cooperative Purchasing: Bidders are advised that the resultant contract(s) may be extended, with the authorization of the Bidder, 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 and conditions 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 the purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public

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bodies. Failure to extend a contract to any public body will have no effect on consideration of your bid.

- 24.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 24.3. Other public bodies desiring to use this contract must make their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 24.4. 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 contract's 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.

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.

25. **NEWS RELEASES BY VENDORS:**

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

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

- 26.1. 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 (703) 324-3201 or TTY 711. Please allow seven (7) working days in advance of the event to make the necessary arrangements.
- 26.2. 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.

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

- 27.1. 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.

TECHNICAL SPECIFICATIONS

1. **Manufacturer Brand Name**

- a. Bidder must provide a way for the County to access the Manufacturer's Parts List and Pricing List. Electronic access is recommended and must allow for multiple users to access at the same time.
- b. **Annual Inventory Maintenance**: At least once a year, the contractor shall, at no cost to the County, provide assistance (technical or manual) in identifying and purging obsolete inventory. In addition, the contractor shall, in a timely manner, provide any information and assistance pertaining to the product line being offered by this bidder relating to: stock number changes, updating material management information and inventory due to changes in product specification, new catalogs or technical bulletins, or any other relevant information.
- c. **Return of New and Unused Parts**: Contractor will assist the County in ordering the proper products. Any new, unused parts (to include stock, nonstock, special-order, and obsolete) purchased under the contracts created from this IFB will be able to be returned for full credit, less any special shipping cost, if returned within 365 days of receipt of goods.

2. **SALES REPRESENTATIVE:**

Fairfax County desires each awarded Bidder to have a sales representative (optional) to assist our team with upfitting new builds. If Contractor provides a sales representative, each Contractor must be able to work very closely with our Logistics Manager from Fairfax County Police and the Facility Superintendent of Jermantown DVS. Fairfax County may require that the sales representative to come to County facility at this following location: **3609 Jermantown Road, Fairfax, VA 22030**.

3. **Core Command Certified (Only applies to Section 2):**

Installers bidding on Whelen Product must be Core Command Certified if they are to work on FCPD/FRD vehicles. Company shall supply factory issued certificates of training course completion for each individual. Bidders shall supply a letter from the lighting manufacturer indicating that they are in fact an Authorized Distributor and that their account is in good standing. Bidders shall supply factory issued certificates of training course completion for each individual from their firm.

The County may require installation or replacement or warranty work of Whelen Products to be performed under the contract(s) at the Contractor's facilities. The County will deliver and pick up vehicles from Contractor facilities. An invoice must be provided on pickup stating what work was completed and any parts used.

Labor rate for installers will be per the rate found on Section 2 of the bid table.

Bidders working on non FCPD/FRD vehicles do not need to be certified.

4. **WARRANTY:**

- a) **WARRANTY OF MATERIALS AND WORKMANSHIP**: The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new condition and free from defects, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with this contract. Work not conforming to these warranties shall be considered defective.

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- b) The Contractor(s) must provide detailed Warranty information within 10 business days upon request by a county agency.
- c) Warranties shall be the manufacturer's standard and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.
- d) Bidders shall be responsible for the execution and effectiveness of all product warranty and shall be the sole source for solutions to problems arising from warranty claims. Bidders agree to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.
- e) Warranty claims shall be processed in a timely manner, not to exceed 10 business days after receipt of defective items or equipment. If any issues arise that would exceed this limit, bidder must inform the facility before the 10 days expire.
- f) All Whelen plastics lenses must be hard coated for longevity and added protection. Whelen's Lighting components shall have a 1 year Manufacturer's warranty. All others must provide standard manufacturer's warranty. Upon request, the copy of standard manufacturer's warranty must be provided to the County.

5. **Vehicle Upfitting:**

The Contractor shall provide/perform the following as requested by the Fairfax County:

- A. All goods, service, equipment, wire, supplies, and related materials furnished under the resulting contract shall be new and free from defects.
- B. The County of Fairfax will provide an approved build sheet for the upfitting of Emergency Vehicles per specifications of end user that are required for the continuity of Vehicle Services operations. When the contractor is relocating a switch or mounting a bracket and replacing it with another style switch require express written approval by Fairfax County Superintendent of Jermantown or designee. Any vehicle that is found to be upfitted with unapproved equipment, or without prior approval of Fairfax County will not be accepted. The contractor shall make all corrections at their sole expense.
- C. **Contractor Certifications:**
 - 1. The contractor shall be a manufacturer certified INSTALLER of the equipment being installed on county vehicles. Certification or equivalent supporting documents shall be provided with the bid.
 - 2. In cases of people quitting or new installers being hired the contractor may be periodically required by Fairfax County to resubmit proof that its certification is then currently in effect.
- D. **Contractor's Requirements: The contractor shall:**
 - 1. Have the capability to upfit at least four (4) cars per week and provide a maximum seven (7) business day turnaround time on any unit delivered for up fitting. Regarding Special Builds, the Police Agency will provide a build sheet on the vehicle once it is assigned to a specific task. Contractor and the Superintendent of Jermantown will agree upon a finish date.
- E. **Staff Requirements:**
 - 1. The contractor shall have the ability to perform service on 4 vehicles in seven business days after a scheduled appointment.

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2. All Lead technicians shall have a minimum of two (2) years experience installing vehicular emergency and communications equipment, to include but not be limited to, emergency warning and lighting equipment, radio and cellular telephone equipment, mobile computer terminal equipment, and other vehicle accessories. The installer shall have a current EVT certification. Certification supporting documents should be provided with the bid.
- F. Encasing and Routing of Wires:
1. All wires and cables shall be installed in the factory police package wire tract. An appropriately sized grommet shall be used on the right side of the firewall. All emergency equipment wires and cables shall pass through this grommet. No wires shall run on the driver's side of the vehicles. Upon completion, this grommet shall be sealed with a removable sealant to prevent heat, water, and dirt from entering the passenger compartment.
 2. All wiring shall be encased in high temperature split wire loom and routed away from heat and sharp objects. Wiring shall be routed through an appropriately sized grommet hole on the passenger's side of the vehicle firewall.
 3. All ground wires shall be connected to factory provided grounding studs unless so noted.
- G. Ground Source: heavy duty ground source shall be installed from the vehicle battery take off to the vehicle body. This ground source must be eight (8) gauge black wire. The wire shall be labeled "GROUND."
- H. Circuit Protection: The power source shall be divided to operate all emergency equipment installed in the vehicle. Each of these items shall be fused individually.
- I. Dressing of Wires: All wires shall be covered in automotive split plastic loom. No wires shall be exposed.
- J. **Wire Requirements:**
1. Imprinting of Wires: Wiring to be tagged at each end of the run with its function (back light, gunlock, ground, etc.).
 2. Contractor shall install continuous wire runs. All connectors shall be crimped and heat-sealed in order to prevent water penetration and provide for electrical insulation. All wires and cabling shall be permanently labeled to identify function.
 3. All fuses and fuse blocks shall be permanently labeled. Such labeling shall include the fuse size in amperage and the fuse function.
- K. **Light Bar Installation:** The light bar shall be installed so that the cord is protected by a rubber grommet installed in the required hole in the roof of the vehicle. This hole shall be directly in the line with the existing cable of the light bar as to limit the amount of cable visible upon installation. This grommet shall be sealed with a sealant to prevent water, dirt, and snow from entering the passenger compartment. The light bar shall be installed to meet the manufacturer's specifications.
- L. **Installation of other lights and equipment:** All equipment shall be installed in accordance with the manufacturer's specifications and not to interfere with the safety features and or safe operation of the vehicle.
- M. Legal Requirements: Vehicle equipment installations must comply with all Local, State, and Federal Laws or Regulations to include but not limited to the following:
1. FMVSS 101–Controls and Identification
 2. FMVSS 108– Lamp, Reflective Devices and Associated Equipment
 3. FMVSS 111–Driver's Rearward Vision
 4. FMVSS 125–Hazard Warning Devices

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5. FMVSS 201–Occupant Protection
6. FMVSS 207–Anchorages of Seats
7. FMVSS 209–Seat Belt Assemblies
8. FMVSS 210–Seat Belt Anchorages
9. FMVSS 302–Flammability of Interior Material

- N. Security:
1. Contractor shall have a secure indoor facility to store components and equipment received from Fairfax County. Contractor assumes sole responsibility and all risk for all equipment and inventory whether provided by Fairfax County or vendor.
 2. Contractor shall be solely responsible, at its expense, to replace or repair all Fairfax County vehicles and equipment lost, stolen, or damaged while under custody and care of the contractor.
- O. Process Controls: Contractor shall use a quality control check off report for the installation of all installed equipment on vehicles. Check off sheet shall provide for the verification of all completed work, the name of each person performing the work, what work that person did, and verification of functionality.
- P. Inventory Levels: Contractor shall insure that the current inventory or supply of material shall meet Fairfax County's installation schedule. At any one time, the contractor shall have at least enough inventory in stock, or otherwise promptly available at the time the County places an order or issues a purchase order for scheduled work. Extra components and/or equipment should be maintained so that installations are not delayed by component or equipment failures or defects, as it is the responsibility of the Contractor to complete the work in the time frame as mutually agreed upon.
- Q. Availability of Tools and Related Materials for Installation: Contractor shall supply all tools, fasteners, washers, and all other materials required to complete all installation and removal work.
- R. Inspection of Installation Facilities: Contractor shall have installation and storage facilities available for inspection by Fairfax County during the period their vehicles and equipment are present at the contractor's site. Inspections may be made within 24 hours of notification to the contractor. During any such inspection, the contractor shall cooperate as requested by the inspector.
- S. Acceptance Testing: Fairfax County will perform preliminary testing at the contractor's site and will provide final acceptance of delivered vehicles at a county facility. Fairfax County will perform a final acceptance test on each vehicle at the point of delivery. This acceptance test shall ensure that all installations were properly performed and that all installed emergency and communications equipment functions as defined by the manufacturer's specifications and instructions, and Fairfax County specifications for all parts, components, equipment, and vehicle.
- T. **FINAL INSPECTION:** Upon delivery, the contractor's service personnel shall make a field inspection of the unit to insure proper operation and condition. The contractor shall demonstrate to the authorized County Employee that the unit is fully operational and in compliance with the contract specifications and codes. Any deficiencies shall be promptly

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and permanently corrected by the contractor at the contractors' sole expense prior to final acceptance of the work.

- U. Diagrams, Drawings, and Listings: Detailed installation diagrams and part's listings shall be provided to Fairfax County that clearly details the wiring and installation locations of the components for each different unit.
- V. Quotes: The Contractor shall provide quotes that list the product number, description, MSRP, unit quantity, unit price with discount applied, and the extended total.