

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.

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1. SCOPE:

- 1.1. The purpose of this solicitation is to establish a term contract(s) for **Automotive Batteries** for all departments and activities of the County of Fairfax for the requirements listed in this solicitation.
- 1.2. All batteries shall be new (not previously used).
- 1.3. Bidder shall bid the same brand of battery for each battery on the Pricing Schedule.
- 1.4. Bidders are not required to bid on every item on the Pricing Schedule.
- 1.5. All batteries shall meet or exceed the minimum Cold Cranking Amperage (equal to the cranking current required for 30 seconds at 0 degrees Fahrenheit) and Reserve Capacity (minimum reserve capacity rating of 25 amperes of current in an 80 degrees F environment) as stated on the Pricing Schedule (Appendix D).
- 1.6. All batteries shall be ready-for-use and not require the addition of acid or a charge to use.
- 1.7. Bidders are required to include the following with their bid:
 - DPMM32 Coversheet
 - Bid Tables (All Bid Tables are required to be submitted in Bonfire, but bidders may choose not to bid on all items in the Bid Tables by selecting "No Bid")

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

- 1.8. Bidders are requested to include the following with their bid:
 - Attachments A1-A4
 - Manufacturer's List Price or Vendor Retail Price list with date. If a date is not provided on the list, it will not be valid.
 - Technical specifications from the manufacturer for material(s) being bid.
 - Material Safety Data Sheet (MSDS).

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

2. BACKGROUND:

- 2.1. This is a re-bid of a current contract which expires on May 31, 2023. The current contracts can be viewed on the County's contract register at <http://www.fairfaxcounty.gov/cregister/> by entering contract numbers 4400008644, 4400008658, 4400008660, 4400008661, or 4400008736 in the contract number field.

3. PERIOD OF CONTRACT:

- 3.1. The period of this contract shall be from June 1, 2023, or the date of the award whichever is later, through May 31, 2025.
- 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

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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 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 prices/discounts shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract.
- 4.2. The Contractor agrees that for unit price contracts, prices shall remain firm for 365 days. Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. The contractor shall fill all orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.
- 4.3. 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 index, change in manufacturer's price, etc.)
- 4.4. Price decreases shall be made in accordance with paragraph 40 of the General Conditions and Instructions to Bidders.

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. They do not indicate the actual quantity that will be ordered since the actual volume will depend upon requirements that develop during the contract period. Waiver of ten percent (10%) limitation in paragraph 28, General Conditions and Instructions to Bidders, is acknowledged.
- 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 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 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. 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

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of 8:30 A.M. and 3:30 P.M. on regular County business days unless other arrangements have been made.

- 6.3. 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.

7. QUOTATION LIMITATION:

- 7.1. Bidders shall offer only ONE ITEM AND PRICE for each line item bid. No alternatives will be accepted, unless requested by the County. If an "or equal" item is to be bid, the bidder must select the brand and model that meets or exceeds the specified item and submit their bid for that item. A discount price offered for a quantity purchase of the same manufacturer and model would not be considered a limitation; however, only the unit price requested will be considered in award.

8. INTERPRETATION OF BID:

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

Sehresh Tanweer, Contract Specialist II
Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013
Telephone Number: (703) 324-2719; TTY: 711
E-mail: sehresh.tanweer@fairfaxcounty.gov

9. PRODUCT INFORMATION:

- 9.1. The bidder is responsible for clearly and specifically identifying the product being offered and enclosing complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the County to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid to be considered non-responsive.

10. SUBMISSION OF BIDS:

- 10.1. 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.
- 10.2. 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.
- 10.3. 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 - Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be

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enabled.

- 10.4. 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.
- 10.5. Helpful links:
- Login or create an account: <https://fairfaxcounty.bonfirehub.com>
 - How to create and upload a submission: <https://vendorsupport.gobonfire.com/hc/en-us/articles/6832869814551-Creating-and-Uploading-a-Submission->
 - Technical questions: <https://vendorsupport.gobonfire.com/>
 - Other vendor resources: <https://vendorsupport.gobonfire.com/hc/en-us/categories/6796320852247>

11. ADDENDA:

- 11.1. Bidders are reminded that changes to the bid, in the form of addenda, are often issued between the issue date and within three (3) days before the due date. The last chance to submit questions to be addressed in addenda is 12:00 pm, five (5) business days before the due date of the solicitation. All addenda shall be signed and submitted as instructed on the addenda in Bonfire. **Questions submitted after the “Questions Due Date” will not be addressed.**
- 11.2. 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.

12. BID OPENING:

- 12.1. 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 21, 2023, at 2:00 P.M. by Microsoft Teams conferencing. Please join by registering using the link below:
- <https://teams.microsoft.com/registration/y1Zhom9dckGdfZNOsKeydQ,RUUIIb2V0EC4bCsvlp9IZw,2AwgFyCjYEudRmdskyhHOW,W8xJ9Aada0mewFloYE7S7g,KcBtTx6dQEicyvFRLjKXka,rfAPY1dY0UGRv0pzGo2BXQ?mode=read&tenantId=a26156cb-5d6f-4172-9d7d-934eb0a7b275&webinarRing=gcc>

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

13. BID EVALUATION/CONTRACT AWARD:

- 13.1. Items listed in this solicitation will be awarded to the lowest responsive responsible bidder meeting specifications. The County reserves the right to award the contract in the aggregate, by line item, by section, or by Manufacturer based on what the County determines to be in its best interest.

14. BID ACCEPTANCE PERIOD:

- 14.1. 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

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that time it remains in effect until an award is made or the solicitation is cancelled.

15. CONTRACT INSURANCE PROVISIONS

- a. 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.
- b. 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.
- c. 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.
- d. Liability insurance may be arranged by a combination of primary and excess or umbrella policies.
- e. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed 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.
- f. 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

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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.

- g. 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.
- h. 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.
- i. 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."
- j. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.
- k. 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.
- l. 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.
- m. 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.
- n. 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.
- o. 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 employed by Contractor.
- p. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- q. 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.

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16. METHOD OF ORDERING:

- 16.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 16.2. 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.
- 16.3. 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.
- 16.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 16.5. 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.

17. CORRESPONDENCE:

- 17.1. 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.

18. ADDITIONS/DELETIONS:

- 18.1. 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.

19. CANCELLATION OF ORDERS:

- 19.1. 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.

20. EMERGENCY PURCHASES:

- 20.1. 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.

21. ORDER OF PRECEDENCE:

- 21.1. 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.

22. SUBCONTRACTING:

- 22.1. 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

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subcontractors, contact the Virginia Department of Small Business and Supplier Diversity <https://www.sbsd.virginia.gov>; local chambers of commerce and other business organizations.

23. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 23.1. 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 bodies. Failure to extend a contract to any public body will have no effect on consideration of your bid.
- 23.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 23.3. 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.
- 23.4. 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.

24. NEWS RELEASES BY VENDORS:

- 24.1. 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.

25. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 25.1. 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.
- 25.2. 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.

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- 26.1. 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

Batteries:

All batteries shall conform to the latest edition of the following specifications:

- Battery Council International (BCI) Battery Replacement Data Book and Battery Labeling Manual.
- Manufacturer recommendations on battery maintenance checks and storage requirements.
- Federal, State, and Local ordinance requirements for collection, recycling and disposal.

All batteries shall meet the following County specifications:

- Every battery delivered must have the manufacturer label affixed with no sign of tampering or removal.
- Manufacturer label and/or top label must contain the following information: manufacturer part number and/or BCI group number, manufacture date, Cold Cranking Amperage (CCA), Reserve Capacity (RC) and delivery date.
- All batteries delivered must perform in accordance with the load and voltage, and at the specified temperature written on label; the battery must be ready for use.

Warranty Period

- All passenger car and light-commercial batteries furnished shall be provided with an 18-month replacement warranty, at no additional cost to Fairfax County, that begins from the date the battery is issued from stock. The free replacement shall be a new battery (not previously used or charged) that meets the exact specifications of the battery being warranted.
- An additional 18-month pro-rated warranty (for a total of 36-months) shall be provided for all passenger car and light commercial batteries.
- All heavy duty commercial batteries (BCI Group 4D, 8D, and 31) shall be provided with an eighteen-month replacement warranty, at no additional cost to Fairfax County, that begins from the date the battery is issued from stock.
- An additional 18-month pro-rated warranty (for a total warranty of 36 months) shall be provided for all heavy duty commercial batteries (BCI Group 4D, 8D, and 31).
- All batteries not listed in the bullets above (including Marine, Golf Cart, and Tractor) shall be provided with the Manufacturer's warranty.
- Pro-rated warranty claims shall be satisfied using the contract purchase price as the initial cost and using a straight-line depreciation schedule.
- Warranty claims shall be satisfied within five (5) working days. The Vendor shall issue a credit to the County for the unused warranty period against the County's account.
- Battery failure due to damages caused by collision, explosion, or theft shall not be covered under the warranty. Battery failure due to fire, freezing, and overcharging that is not related to improper handling and care by the contractor shall not be covered under the warranty. Discharged batteries are not considered warranty, the battery must test defective using a tester for the purpose of warranty.

Check and Charge

- Is not permitted by Fairfax County.

Battery Cores

- **Fairfax County shall not pay a battery core fee.** The "core" is defined as a non-functioning used or work automobile part that is being replaced. (Virginia Tax Document 97-475)
- Bidder shall cost the battery less the core credit and account for cores as a separate transaction, accounting method.
- **The Vendor shall be responsible for picking up battery core(s) at all facilities when deliveries are made and disposing of them in accordance with all Federal, State and local laws and regulations.**

TECHNICAL SPECIFICATIONS

Returns of New and Unused

Fairfax County may return products under the following conditions:

- Contractor will assist Purchaser in ordering the proper products, accept return of improperly ordered items(s) and reship correct item(s).
- Restocking Standard terms: When Purchaser returns standard items, there shall be no restocking fee, provided they are in original cartons and are in resalable condition.

Professional Development/Clinics

- **Fairfax County is interested in hosting an annual or biannual clinic for technicians and parts staff. Bidders should include an estimate with the bid. This is optional and does not affect any vendor from being awarded the contract.**

Battery Testing Equipment/Stations

- Fairfax County would like one battery tester per facility (4 total) to accurately test battery health. This is optional and does not affect any vendor from being awarded the contract.

Employee Purchase Program

- Fairfax County is interested in offering employee discounts on car batteries for their personal vehicles. If interested in extending a discount to County employees, bidders should include an estimate with the bid. This is optional and does not affect any vendor from being awarded the contract.