



FAUQUIER COUNTY GOVERNMENT

Contract # 26-034-C-R

Riding Fairfax County (Contract 4400013040)

Global Public Safety, LLC

10th day of September

This Agreement is made and entered into this 10th day of ~~August~~ September, 2025, by the Fauquier County Government, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and **Global Public Safety, LLC**, having its principal place of business at 7449 Race Road, Suite 100, Hanover, Maryland 21076, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide Emergency Vehicle Up-Fit Equipment

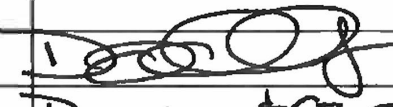
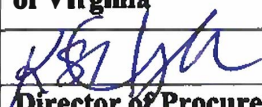
COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing as negotiated and attached.

CONTRACT PERIOD: Date of execution through July 31, 2026, with three (3) one (1) year options to renew, at the mutual agreement of both parties

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

1. This signed form;
2. Fauquier County General Terms & Conditions;
3. Fairfax County IFB 2000003806 dated March 8, 2024 inclusive of all attachments and addendums; and
4. Fairfax County Acceptance Agreement for Contract Number 4400013040 dated August 1, 2024 inclusive of IFB, Contractor's Bid dated March 20, 2024, and all documents incorporated by reference all of which are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	Global Public Safety, LLC		Fauquier County Government, a political subdivision of the Commonwealth of Virginia
By:		By:	
Title:	President & CEO	Title:	Director of Procurement
Date:	9/15/2025	Date:	9/10/2025

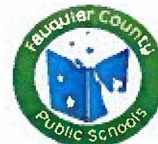
9/10/2025



PROCUREMENT DEPARTMENT

Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037

procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-431 1.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder 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 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-431 1.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. ☐ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

B. ☒ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is 70793119.

C. ☐ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Global Public Safety LLC
Legal Name of Company (as listed on W-9)

Global Public Safety LLC
Legal Name of Offeror/Bidder

9/15/2025 ^{INS} 9/10/2025
Date

[Signature]
Authorized Signature

DAVID P VAN SCOYOC President & CEO
Print or Type Name and Title

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DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits (figures denote minimum)</u>
<u>X</u>	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$100,000 Per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
—	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
—	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent	7. \$1,000,000 Minimum
—	8. Other Insurance: Cyber Liability as needed	8. \$1,000,000 Minimum
<u>X</u>	9. Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured. (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
<u>X</u>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
<u>X</u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u>	12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

Global Public Safety LLC

FIRM

SIGNATURE *[Signature]*

Revised 4/8/2021, Proc/HR

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CERTIFICATION OF NO CRIMES AGAINST CHILDREN

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor's employees, or other persons that will provide services under this Contract to have direct contact with students and children. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees, nor any person that will provide services under this Contract who will have direct contact with students and children on Fauquier County Public School and/or Fauquier County property have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Fauquier County Public Schools and/or Fauquier County shall not be liable for materially false statements regarding the certifications required under this Contract.

Contractor certifies that employees, or any person who will have direct contact with students and children under this contract have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of child.

Global Public Safety LLC

Company Name

26-034-C-R

Contract # and Title

7449 Race Road Hanover MD 21076

Company Address

301-526-4980

Company Phone Number

DAVID P VAN SCOYER

Print Name of Authorized Representative

President & CEO

Authorized Representative Title

Authorized Representative Signature

9/10/2025

Date

RETURN THIS PAGE

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 08/05/2021

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County, which is comprised of the Fauquier County Board of Supervisors, a body politic and political subdivision of the Commonwealth of Virginia, and the Constitutional Officers of Fauquier County, Virginia, and the Fauquier County School Board, a body corporate. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County or the Fauquier County School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/Offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

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1. **AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
 2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS:** Unless otherwise specified, if any Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.
4. **MANDATORY USE OF OWNER FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner forms provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

 - a. The official time used in the receipt of bids/proposals is that time stamp within the Bonfire Portal.
 - b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
 - c. If the Owner closes its offices due to inclement weather or other unforeseen emergency scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
6. **WITHDRAWAL OF BIDS/PROPOSALS:**

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

 - a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
 - b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/Offeror or of another bidder/Offeror in which the ownership of the withdrawing bidder/Offeror is more than five percent. In the case

of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/Offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offeror's are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1

IFB/RFP NUMBER

TITLE

BID/PROPOSAL DUE DATE AND TIME

VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the Offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidders List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in *Code of Virginia* §§ 2.2-4367 through 2.2-4377 (the Virginia Public Procurement Act), as amended from time to time, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
17. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.

18. **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 (*Code of Virginia* § 2.2-3700 *et. seq.*) and § 2.2-4342 of the Virginia Public Procurement Act except as provided below:
- Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner 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 Owner 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.
 - Trade secrets or proprietary information submitted by a bidder, Offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information and Virginia Public Procurement Acts; however, the bidder, Offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
 - Nothing contained in this section shall be construed to require the Owner, when procuring by “competitive negotiation” (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

SPECIFICATIONS

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, 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, and any article which the Owner in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner 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. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is “equal” product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.
- The Bidder/Offeror shall 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.
23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

24. **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 Owner 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 Owner 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/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/Offeror’s as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsive bidder.
25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the Procurement Website at <http://www.fauquiercounty.gov/government/departments-h-z/procurement>
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to the Owner all such

information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeree's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeree's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeree fails to satisfy the Owner that such Bidder/Offeree is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to *Code of Virginia* § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed and construed in all respects by the laws of Virginia, and any litigation with respect thereto shall only be brought in the appropriate General District or Circuit Court of Fauquier County, Virginia. The Contractor shall comply with all applicable federal, state and local laws and regulations.
29. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Owner under said contract. This includes, but is not limited to, overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under United States' or the Commonwealth's antitrust laws. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.
30. **INVOICING AND PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
- a. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
 - b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 - c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 - d. The Owner's fiscal year is July 1 - June 30. Contractors must submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
 - e. Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
31. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
- a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month compounded monthly (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by postage prepaid U.S. Mail is deemed to be payment to the addressee. These provisions apply to each subtier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.
32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
33. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which the Owner may have.
34. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offeree's certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, the Virginia Human Rights Act (*Code of Virginia* § 2.2-3900 *et seq.*) and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

- a. During the performance of this contract, the Contractor agrees as follows:

- 1) 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 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 nondiscrimination clause.
 - 2) 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.
 - 3) 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.
 - b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
35. **CHANGES TO THE CONTRACT:** Changes can only be made to the contract in one of the following ways:
- a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - b. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
 - 1) By mutual agreement between the parties in writing; or
 - 2) By agreeing in writing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
 - 3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
 - c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.
36. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, 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, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
37. **DRUG-FREE WORKPLACE:** 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 in accordance with this chapter, 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.

38. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- a. Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
 - b. Termination for Cause: Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default provision of these General Conditions, the

Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

- c. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled without any liability or penalty to Owner.

39. **USE OF CONTRACT BY OTHER PUBLIC BODIES:** Except as prohibited by the current *Code of Virginia*, all resultant contracts will be extended, with the authorization of the Contractor, to other public bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOG) or, Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the contract. Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.
40. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.
41. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools “CERTIFICATION OF NO CRIMES AGAINST CHILDREN” form, a copy of which is included in this solicitation.

42. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
43. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.
44. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 of the *Code of Virginia*, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract is voidable at the option of Owner.
45. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner’s website(s) or third-party programs accessed through Owner’s website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled “Accessibility of State and Local Government Websites to People with Disabilities,” available at www.ada.gov/websites2.htm or, as attached directly to the solicitation. Contractor services as noted, shall conform to § 508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium’s (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner’s web accessibility policy.

DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor’s name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual 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.
47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk 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 Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be 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 Owner for such materials or supplies as are not in accordance with the specifications.
49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
52. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- Purchase Order Number,
 - Name of Article and Stock Number,
 - Quantity Ordered,
 - Quantity Shipped,
 - Quantity Back Ordered,
 - The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONTRACTOR REMEDIES

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeree who desires to protest the award or decision to award a contract, by either Fauquier County or the Fauquier County School Board, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the Fauquier County School Board), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeree is not a responsible bidder/Offeree. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/Offeree appeals within ten (10) days of the written decision by instituting legal action as provided in § VIII.H.3 of the County's Procurement Policy. Nothing in this paragraph shall be construed to permit an Offeree to challenge the validity of the terms or conditions of the solicitation.
54. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the Fauquier County School Board) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) 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 amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the Fauquier County School Board) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisors (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisors (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia* § 2.2-4364. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to *Code of Virginia* § 2.2-4365 has been established for contractual claims under this contract.

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

SPECIAL PROVISIONS

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

SPECIAL PROVISIONS

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

SPECIAL PROVISIONS

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

SPECIAL PROVISIONS

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

SPECIAL PROVISIONS

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.

TECHNICAL SPECIFICATIONS

- 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

TECHNICAL SPECIFICATIONS

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.



County of Fairfax, Virginia

ADDENDUM

Date: April 2, 2024

ADDENDUM NO. 1

TO: ALL PROSPECTIVE BIDDERS

REFERENCE: IFB 2000003806

TITLE: Emergency Vehicle Up-Fitting Equipment

DUE DATE/TIME: April 8, 2024 @ 2:00 P.M.

The referenced invitation for bid is amended as follows:

Refer to Attachment A below for the responses to questions received via e-mail.

All other terms and conditions remain the same.

DocuSigned by:

Chan Park

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Chan Park
Contract Specialist I

THIS ADDENDUM IS ACKNOWLEDGED AND IS CONSIDERED A PART OF THE SUBJECT INVITATION FOR BID:

Name of Firm

(Signature)

(Date)

ONE SIGNED COPY OF ADDENDUM SHOULD BE RETURNED PRIOR TO THE DUE DATE/TIME OR ACCOMPANY BID.

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

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

Attachment A

- Q1. 1) If you are not a distributor for a particular product that is on Bid Table, Section 2 (BT-06FJ) can you still bid the labor? And if you can, what should you put in column J, so you don't get an error message for that row? 2) Example: I'm not a distributor for Fire Research, but we can install it. How do I fill out Row 13? 3) I could put a zero in the percentage off field if you say that is ok to do. I would not be selling the product to Fairfax but could install it if another vendor sold it to the County.
- A1. **1) No, you must be a distributor.**
2) You should be a distributor for Fire Research to submit your response to #7.
3) No
- Q2. Row 11, Extendo Bed Products. We are a dealer for this and hold both the Chesapeake and State Contract for this line. But the only way I can bid it is to add pass thru shipping & crating charges. One of the requirements in this bid is FOB destination with all included in one discount from MFG list. Well, that is impossible for any Extendo Bed Dealer to do unless they don't mind losing money on every sale. Do you have any way we can bid this line and add the pass thru I mentioned above. If not, we will not be able to bid this product line.
- Q2. Bidders must price accordingly as stated in Special Provisions paragraph 4.1**



County of Fairfax, Virginia

NOTICE OF AWARD

Date of Award: 10/2/2024

CONTRACT TITLE: Emergency Vehicle Up-Fit Equipment

SOLICITATION NUMBER: IFB 2000003806

CONTRACT TYPE: Requirement Contract (RQ)

CONTRACT NUMBER(S): See Below

NIGP CODE: 05516, 05537, 05579, 34016, 07230

CONTRACT PERIOD: Two Years from Date of Award

RENEWALS: Three (3) One-Year Options

TERMS: Net 30 Days – All Contractors

FOB: Destination

PRICES: See Attached Pricing Schedule

SUPERSEDES CONTRACTS: 4400009101, 4400009102, 4400009103, 4400009104, 4400009105, 4400009106, 4400009268, 4400009108, 4400009109, and 4400009110.

SECONDARY SOURCE AWARD - Please note that secondary source listed in the Pricing Schedule shall be used only for urgent requests where the Primary source cannot meet the stated delivery requirement. Documentation from the Primary source stating they cannot meet the response requirement must be obtained prior to contacting the Secondary source.

CONTRACTOR:
East Coast Emergency Vehicle, LLC.
2410 Southland Drive
Chester, VA 23831

Contact: Ken McCabe
Telephone: 804-536-6172
E-mail: kenm@ecelighting.com

SUPPLIER CODE:
1000026284

CONTRACT NO:
4400013037

CONTRACTOR:
Sheehy Ford of Richmond, Inc.
Municipal Sales and Service Dept.
10601 Midlothian Turnpike
Richmond, VA 23235

Contact: Sebastian Tulasz
Telephone: 804-419-1377
E-mail: Sebastiantulasz@sheehy.com

SUPPLIER CODE:
1000009099

CONTRACT NO:
4400013038

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

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CONTRACTOR:
Dana Safety Supply, Inc.
8520 Cinder Bed Road
Lorton, VA 22079

SUPPLIER CODE:
1000014012

CONTRACT NO:
4400013039

Contact: Jonathan Sizemore
Telephone: 813-348-4866
E-mail: bids@danasafety.com

CONTRACTOR:
Global Public Safety, LLC
7449 Race Road, Suite100
Hanover, MD 21076

SUPPLIER CODE:
1000041350

CONTRACT NO:
4400013040

Contact: David Van Scoyoc, Nathan Bodkin
Telephone: 443-557-0200
E-mail: nathan.bodkin@globalpublicsafety.us

CONTRACTOR:
Atlantic Emergency Solutions
12351 Randolph Ridge Lane
Manassas, VA 20109

SUPPLIER CODE:
1000007631

CONTRACT NO:
4400013041

Contact: Chris Breslin, Chris Brooks
Telephone: 703-393-9911
E-mail: cbrooks@atlanticemergency.com

DPMM CONTACT: Chan Park, Contract Specialist I
Telephone: (703) 324-8125
E-mail: chan.park@fairfaxcounty.gov

ORDERING INSTRUCTIONS:

Fairfax County Departments may enter into FOCUS (Fairfax County Unified Systems) 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.

DocuSigned by:



SA2533E3E1054D1...
Chan Park
Contract Specialist I

DISTRIBUTION:

Finance – Accounts Payable/e
DVS – Steven Slaustas/e
DVS – Marguerite Guarino/e

Contract Specialist I – Chan Park
ACS, Team 1 – Roxanna Vasquez
Supplier Diversity – Nathalie Owens/e

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 IFB 2000003806
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Pricing Schedule

Section I – Parts/Manufacturer				
Items	Percentage Discount	Delivery After Receipt of Order	Delivery of Non-Stocked Items ARO	Contractor
1. American Aluminum	30.25%	30 days	60 days	Dana Safety Supply
2. ARE Products	2.50%	30 days	60 days	Dana Safety Supply
3. Code 3/PSE	45.25%	30 days	60 days	Dana Safety Supply
4. Criminalistic, Inc. K-9 Protection Systems	NO AWARD			
5. Extendo Bed Products	7.25%	30 days	180 days	Dana Safety Supply
6. Federal Signal	30.00%	10 days	45 days	Global Public Safety
7. Fire Research Corp.	19.00%	30 days	45 days	Atlantic Emergency Solutions
8. Go Industries	NO AWARD			
9. GoLight	41.75%	30 days	60 days	Dana Safety Supply
10. Havis, Inc.	42.25%	30 days	90 days	Primary - Dana Safety Supply
	42.10%	2 days	90 days	Secondary - East Coast Emergency Vehicles
11. Jotto Desk	9.75%	30 days	60 days	Dana Safety Supply
12. Performance Custom Cabinet	30.00%	3 days	8 weeks	Sheehy Ford
13. PRO GARD	31.10%	5 days	60 days	East Coast Emergency
14. Ram Mounts	41.25%	30 days	90 days	Dana Safety Supply
15. Setina Manufacturing	20.10%	5 days	60 days	East Coast Emergency
16. Sho-Me Lights and Sirens	51.25%	30 days	30 days	Dana Safety Supply
17. Sound Off Signal	58.15%	10 days	30 days	Global Public Safety
18. Streamlight	43.75%	30 days	30 days	Dana Safety Supply
19. Tomar Electronics	14.75%	30 days	60 days	Dana Safety Supply

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Pricing Schedule

20. Troy Products	39.00%	10 days	45 days	Global Public Safety
21. Truck Vault	17.50%	5 days	60 days	East Coast Emergency
22. Unity Manufacturing	58.75%	30 days	30 days	Dana Safety Supply
23. Weldon div. of Akron Brass	40.00%	30 days	45 days	Atlantic Emergency Solutions
24. Whelen Engineering All County Vehicles except FCPD/FRD	55.25%	2 days	45 days	East Coast Emergency Vehicles
25. Whelen Engineering, Core Command Certified for FCPD/FRD Vehicles	55.25%	2 days	45 days	East Coast Emergency Vehicles

Notice of Award
 IFB 2000003806
 Emergency Vehicle Up-Fit Equipment
 Page 5

Section II – Services/Warranty/Upfitting				
Items	Labor Rate/Hour	Percentage Discount	Total Cost	Contractor
1. American Aluminum	\$70	22.50%	\$1,747.50	East Coast Emergency
2. ARE Products	\$85	2.50%	\$2,152.50	Dana Safety Supply
3. Code 3/PSE	\$85	45.25%	\$1,767.75	Dana Safety Supply
4. Criminalistic, Inc. K-9 Protection Systems	NO AWARD			
5. Extendo Bed Products	\$85	7.25%	\$2,109.75	Dana Safety Supply
6. Federal Signal	\$85	30.00%	\$1,905.00	Global Public Safety
7. Fire Research Corp.	\$85	15.25%	\$2,037.75	Dana Safety Supply
8. Go Industries	NO AWARD			
9. GoLight	\$85	41.75%	\$1,799.25	Dana Safety Supply
10. Havis, Inc.	\$63	42.10%	\$1,466.10	East Coast Emergency
11. Jotto Desk	\$85	25.00%	\$1,950.00	Global Public Safety
12. Performance Custom Cabinet	\$70	20.00%	\$1,770.00	East Coast Emergency
13. PRO GARD	\$63	31.10%	\$1,565.10	East Coast Emergency
14. Ram Mounts	\$85	41.25%	\$1,803.75	Dana Safety Supply
15. Setina Manufacturing	\$63	20.10%	\$1,664.10	East Coast Emergency

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 Page 6

Section II – Services/Warranty/Upfitting				
Items	Labor Rate/Hour	Percentage Discount	Total Cost	Contractor
16. Sho-Me Lights and Sirens	\$85	51.25%	\$1,713.75	Dana Safety Supply
17. Sound Off Signal	\$85	58.15%	\$1,651.65	Global Public Safety
18. Streamlight	\$85	43.75%	\$1,781.25	Dana Safety Supply
19. Tomar Electronics	\$85	14.75%	\$2,042.25	Dana Safety Supply
20. Troy Products	\$63	20.10%	\$1,664.10	East Coast Emergency
21. Truck Vault	\$70	17.50%	\$1,792.50	East Coast Emergency
22. Unity Manufacturing	\$85	58.75%	\$1,646.25	Dana Safety Supply
23. Weldon div. of Akron Brass	NO AWARD			
24. Whelen Engineering All County Vehicles except FCPD/FRD	\$63	55.25%	\$1,347.75	East Coast Emergency
25. Whelen Engineering, Core Command Certified for FCPD/FRD Vehicles	\$63	55.25%	\$1,347.75	East Coast Emergency



County of Fairfax, Virginia

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

Date of Award: August 1, 2024

Global Public Safety, LLC
7449 Race Road, Suite 100
Hanover, MD 21076

Attention: David Van Scoyoc

Reference: IFB 2000003806; Emergency Vehicle Up-Fit Equipment

Acceptance Agreement

Contract Number: 4400013040

This Acceptance Agreement signifies a contract award for Emergency Vehicle Up-Fit Equipment, as indicated below:

PRIMARY AWARD:

Section I: Parts/Manufacturer

- Line Item 6 – Federal Signal
- Line Item 17 – Sound Off Signal
- Line Item 18 – Streamlight
- Line Item 19 – Tomar Electronics
- Line Item 20 – Troy Products

Section II: Services/Warranty/Upfitting

- Line Item 6 – Federal Signal
- Line Item 17 – Sound Off Signal
- Line Item 18 – Streamlight
- Line Item 19 – Tomar Electronics

The period of the contract shall be 2 years from Date of Award, with three (3) one-year renewal options.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The Terms and Conditions of IFB 2000003806; and
- 3) Your Bid dated March 20, 2024.

Note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Provide your Insurance Certificate according to Special Provisions, Section 18 within 10 days after receipt of this letter. All questions in regards to this contract shall be directed to the Contract Specialist, Chan Park, at 703-324-8125 or via e-mail at chan.park@fairfaxcounty.gov.

DocuSigned by:

Lee Ann Pender

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Lee Ann Pender

Director/County Purchasing Agent

Department of Procurement & Material Management

12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/procurement

Phone 703-324-3201, TTY: 711, Fax: 703-324-3228



County of Fairfax, Virginia

AMENDMENT

Date: October 17, 2024

AMENDMENT NO. 1

CONTRACT TITLE: EMERGENCY VEHICLE UP-FIT EQUIPMENT

CONTRACTOR

Global Public Safety, LLC
7449 Race Road, Suite 100
Hanover, MD 21076

SUPPLIER CODE

1000041350

CONTRACT NO.

4400013040

By mutual agreement, the above contract is hereby amended to add/remove the following line items on the pricing schedule:

ADD

Section II – Services/Warranty/Upfitting (ADD)			
Items	Labor Rate/Hour	Percentage Discount	Total Cost
11. Jotto Desk	\$85	25.00%	\$1,950.00

REMOVE

Section I – Parts/Manufacturer (REMOVE)			
Items	Percentage Discount	Delivery After Receipt of Order	Delivery of Non-Stocked Items ARO
18. Streamlight	46.00%	10 days	30 days
19. Tomar Electronics	25.00%	10 days	30 days

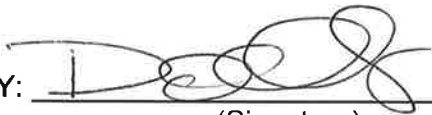
Section II – Services/Warranty/Upfitting (REMOVE)			
Items	Labor Rate/Hour	Percentage Discount	Total Cost
18. Streamlight	\$85	46.00%	\$1,761.00

19. Tomar Electronics	\$85	25.00%	\$1,950.00
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All other prices, terms, and conditions remain the same.

Contractor shall submit an updated certificate of insurance in accordance with Fairfax County Contract Insurance Provisions within ten (10) days after receipt of this executed amendment.

ACCEPTANCE:

BY: 
(Signature)

DAVID VAN SCOYOC
(Printed)

President
(Title)

10/15/2024
(Date)

DocuSigned by:

Andrew Janos

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For

Lee Ann Pender
Director/County Purchasing Agent

DISTRIBUTION:

Dept. of Finance – Accounts Payable/e
DVS – Steven Slaustas/e

Contract Specialist I – Chan Park
ACS, Team 1 – Roxanna Vazquez

Contractor – nathan.bodkin@globalpublicsafety.us