



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

RIDER AGREEMENT NO. 24-DES-R-511

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Kingmor Supply, Inc. ("Contractor"), a corporation with a place of business 6187 South Valley Pike, Mt. Crawford, Virginia 22841 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A - Fairfax County Acceptance Contract 4400008995, Exhibit B – Revised NOA, and Exhibit C – RFP 2000002611 dated July 16, 2018, together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by Fairfax County Public Schools and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Kingmor Supply, Inc. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

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

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County" and shall be completed no later than September 30, 2026 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if Fairfax County Public Schools renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms for two (2) one-year renewal periods from October 1, 2023, to September 30, 2026 ("Subsequent Contract Term"). However, if the Fairfax County Public Schools does NOT renew their

agreement identified in Exhibit A, this Agreement shall automatically expire on the contract expiration date.

3. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. All payments will be made from the County to the Contractor via ACH. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

The Contractor also must submit to the County's Project Officer its W-9 Form, which will include its Federal Employer Identification Number ("FEIN") or Social Security Number ("SSN"), whichever is applicable, before the County can process payment to the Contractor under the Contract.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to furnish School Buses and Related Parts and Services.

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

5. PROJECT OFFICER

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

6. COUNTY PURCHASE ORDER REQUIREMENT

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

7. NON-APPROPRIATION

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

8. NOTICES

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

TO THE CONTRACTOR:

Kingmor Supply, Inc.
Attn: Floyd Morris, President
6187 South Valley Pike
Mt. Crawford, VA 22841

TO THE COUNTY:

Carmen Rivera Lehman, Project Officer
Management Analyst
2701 S. Taylor St.
Arlington, VA 22206
Phone: (703) 228-6465
Email: clehman@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318

Arlington, Virginia 22201

9. ARLINGTON COUNTY BUSINESS LICENSES

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

10. COUNTERPARTS

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

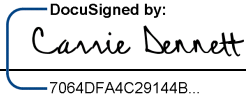
KINGMOR SUPPLY, INC. (CONTRACTOR NAME).

AUTHORIZED SIGNATURE: 
AF42432F0097449...

NAME: Sheri Butler

TITLE: Procurement officer

DATE: 1/18/2024

AUTHORIZED SIGNATURE: 
7064DFA4C29144B...

NAME: Carrie Dennett

TITLE: Executive Director

DATE: 1/18/2024



Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042

REVISED NOTICE OF AWARD

CONTRACT TITLE: School Buses and Related Parts & Services

CONTRACT NUMBER(S): 4400008995

NIGP CODE(S): 07115

CONTRACT PERIOD: Date of award through September 30, 2023

RENEWALS: Three (3) one-year periods

SOLICITATION NUMBER: RFP2000002611

SUPERCEDES CONTRACT(S): 4400003616

CONTRACTOR(S):

Kingmor Supply, Inc.
6187 South Valley Pike
Mt. Crawford, VA 22841

SUPPLIER ID(S):

1000009611

Contact: Floyd Morris
Telephone: (800) 782-4474
Email: Floyd@KingmorSupply.com

TERMS: NET 30

FOB: DESTINATION

PRICES: Please see Acceptance Agreement and/or most recent Amendment.

OPS CONTACT:

Asya Evans, Contract Administrator
Phone: (571) 423-3585
E-Mail: AREvans@fcps.edu

Notice of Award
Contract 4400008995
Page 2 of 3

ORDERING INSTRUCTIONS:

Any county department may create a shopping cart into FOCUS (Fairfax County Unified System) 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 will be routed to OPS and a purchase order will be executed.



Asya Evans
Contract Administrator

DISTRIBUTION:

FCPS – Facilities and Transportation Services – Joseph Welborn
Contractor

Notice of Award
 Contract 4400008995
 Page 3 of 3

REVISED PRICING SCHEDULE

Please note: Items 9 and 10 were originally omitted in error; the Pricing Schedule is hereby revised to reflect all awarded options.

Item No.	Item Description	Unit Price
Base Unit Buses		
1.	53 Passenger Bus	\$111,250.00
2.	77 Passenger Bus	\$107,200.00
Options		
3.	Onspot Automatic Snow Chains	\$1,800.00
4.	Driver's Overhead Storage Compartment	\$250.00
5.	42,000 BTU Webasto Heater	\$2,460.00
6.	AGM Batteries (3)	\$500.00
7.	Automatic Emergency Braking System – Wingman Advanced	\$1,350.00
8.	Automatic Emergency Braking System – Wingman Fusion	\$2,550.00
9.	Side Mounted Traffic Warning Lights ("SoundOff Signal" 3, amber/red LED in a dual side by side bezel)	\$782.00
10.	Lap-shoulder belt for each seated position	\$135.00
Parts		
11.	Discount from Manufacturer's List Pricing	34%



Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042

FEB 05 2019

Kingmor Supply, Inc.
Attn: Floyd Morris, President
6187 South Valley Pike
Mt. Crawford, VA 22841
Reference: RFP2000002611; School Buses and Related Parts & Services

Dear Mr. Morris:

Acceptance Agreement

Contract Number: 4400008995

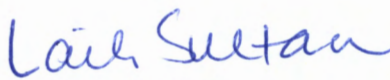
This acceptance agreement signifies a contract award to Kingmor Supply, Inc. for School Buses and Related Parts & Services. The period of the contract shall be from the date of award through September 30, 2023 with three (3) additional one-year periods.

The contract award shall be in accordance with:

1. This Acceptance Agreement;
2. The Terms and Conditions of RFP2000002611; School Buses and Related Parts & Services, and all addenda;
3. Your Proposal dated August 15, 2018; and
4. The signed Memorandum of Negotiations.

Please note that this is not an order to proceed. A purchase order, which constitutes your notice to proceed, will be issued to your firm. Please provide your Insurance Certificate according to Special Provisions Paragraph 23 within ten (10) days after receipt of this letter.

Sincerely,


for Michelle R. Pratt
Director

MRP/ae

50-11
2/5/19

Acceptance Agreement
4400008995
Page 2 of 2

PRICING SCHEDULE

Item No.	Item Description	Unit Price
Base Unit Buses		
1.	53 Passenger Bus	\$111,250.00
2.	77 Passenger Bus	\$107,200.00
Options		
3.	Onspot Automatic Snow Chains	\$1,800.00
4.	Driver's Overhead Storage Compartment	\$250.00
5.	42,000 BTU Webasto Heater	\$2,460.00
6.	AGM Batteries (3)	\$500.00
7.	Automatic Emergency Braking System – Wingman Advanced	\$1,350.00
8.	Automatic Emergency Braking System – Wingman Fusion	\$2,550.00
Parts		
9.	Discount from Manufacturer's List Pricing	34%



Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042

MEMORANDUM OF NEGOTIATION

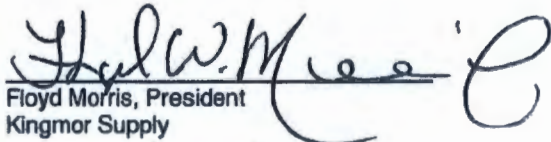
RFP2000002611, School Buses and Related Parts & Services

The County of Fairfax, Fairfax County Public Schools (hereinafter called the County or FCPS) and Kingmor Supply (hereinafter called the Contractor) hereby agree to the following in the execution of Contract 4400008995. The final contract contains the following items:

- a. Fairfax County's Request for Proposal #2000002611 and all Addenda;
- b. Kingmor Supply Technical and Business proposal as amended by this Memorandum of Negotiations;
- c. Attached Response to Clarifications letter dated December 13, 2018;
- d. Attached Summary of Negotiations dated January 8, 2019;
- e. The Memorandum of Negotiations; and
- f. All subsequent amendments to the contract.

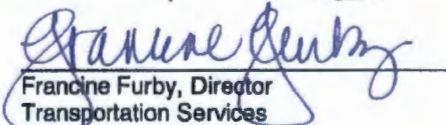
All other prices, terms, and conditions remain the same.

ACCEPTED BY:



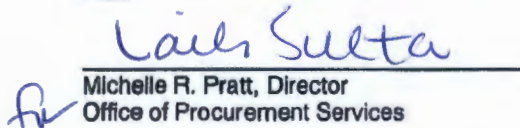
 Floyd Morris, President
 Kingmor Supply

January 28, 2019
Date



 Francine Furby, Director
 Transportation Services

1.31.2019
Date



 Michelle R. Pratt, Director
 Office of Procurement Services

2/5/2019
Date



Kingmor Supply, Inc.
Transportation Products

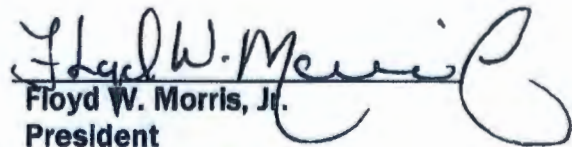
Clarification:

1. Provide a breakdown of the coverage provided under your five-year warranty.

Please find attached: Attachment A - IC school bus body & chassis warranty. Attachment B - Cummins engine warranty. Attachment C - Allison transmission warranty. All 3 warranties comply with your 5-year warranty requirement in your RFP. In addition to the 5 years, the Allison transmission warranty also provides an additional 2 years, making a total of 7 years on the transmission. Both covered and non-covered items are outlined in these warranties.

2. Clarify the percentage discount notated in Appendix B, Section V11: Parts Pricing. The inclusion of a minus symbol made it unclear whether Kingmor intends to provide a 34% discount or a 34% markup.

It is Kingmor's understanding that under Virginia Code § 2.2-4331 markup/cost plus is prohibited; Merriam-Webster defines the - minus symbol as used in mathematics to indicate subtraction. According to Appendix B, Section V11: Parts Pricing, Kingmor offers a discount (subtraction) off Manufacturer's List Pricing.


Floyd W. Morris, Jr.
President
Kingmor Supply, Inc.



415 Rotary Street
Hampton VA 23661
Phone: (833) 639-4609
Fax: (757) 224-5108

6187 South Valley Pike
Mt. Crawford VA 22841
Phone: (800) 782-4474
Fax: (540) 433-0099

11850 Livingston Road
Manassas, VA 20109
Phone: (703) 335-9970
Fax: (703) 335-9973

January 8, 2019

RFP 2000002611 – School Buses and Related Parts & Services

Summary of Negotiations – Kingmor Supply

FCPS Points of Discussion and Clarification

1. Please explain the \$350.00 "eVA fee" referenced in Kingmor Supply Cost Proposal, "Breakdown of Total Unit Costs"
 - a. Offeror clarified that this is a supplier cost incurred via Department of General Services, and not a fee charged through/by eVA.

FCPS understands and accepts the justification behind the cost.

2. Please explain what is included in the Tulsa to Harrisonburg \$2900.00 delivery fee
 - a. Offeror clarified that this cost includes, at a minimum, transportation between three sites, driver cost, insurance, and quality assurance technicians.

FCPS understands and accepts the justification behind the cost.

3. Please explain the increased cost for side mounted traffic warning lights.
 - a. The manufacturer will no longer install the lights fitting FCPS' specifications; as such, Offeror must install as an after market customization which has resulted in a cost increase.

FCPS understands and accepts the justification behind the cost.

Contract #4400008995

Amendment 1

Page 2 of 2

PRICING SCHEDULE

Item No.	Item Description	Unit Price
Base Unit Buses		
1.	53 Passenger Bus	\$111,250.00
2.	77 Passenger Bus	\$107,200.00
Options		
3.	Onspot Automatic Snow Chains	\$1,800.00
4.	Driver's Overhead Storage Compartment	\$250.00
5.	42,000 BTU Webasto Heater	\$2,460.00
6.	AGM Batteries (3)	\$500.00
7.	Automatic Emergency Braking System – Wingman Advanced	\$1,350.00
8.	Automatic Emergency Braking System – Wingman Fusion	\$2,550.00
10.	Video Install in Driver's Overhead Storage	\$743.00
Parts		
9.	Discount from Manufacturer's List Pricing	34%



Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042

OCT 15 2019

AMENDMENT NO. 2

CONTRACT TITLE: School Buses and Related Parts & Services

<u>CONTRACTOR</u>	<u>SUPPLIER ID</u>	<u>CONTRACT NO.</u>
Kingmor Supply, Inc. 6187 South Valley Pike Mt. Crawford, VA 22841	1000009611	4400008995

By mutual agreement, Contract 4400008995 is amended to incorporate the following:

1. Add original equipment manufacturer's (OEM) Percentage Discount on Parts on Technical Specifications Attachment A, found on pages 16 and 33.
2. Add description of Services on Technical Specifications Attachment A, found on pages 16 and 33.
3. Add/Modify line items 9, 11 through 14 on pricing schedule to include percentage discount on parts, labor rates for OEM service, warranty work, and maintenance per the attached revised Pricing Schedule.

All other prices, terms and conditions remain unchanged.

ACCEPTANCE:

BY: Floyd W. Morris Jr. Pres.
Signature Title

FLOYD W. MORRIS JR. OCT 14 2019
Printed Name Date

Michelle Pratt
Michelle R. Pratt
Director

MRP/pac

DISTRIBUTION:

Contractor
FCPS -Facilities - Joey Welborn

JO
10-16-19

Contract #4400008995

Amendment 2

Page 2 of 2

REVISED PRICING SCHEDULE

Item No.	Item Description	Unit Price
Base Unit Buses		
1.	53 Passenger Bus	\$111,250.00
2.	77 Passenger Bus	\$107,200.00
Options		
3.	Onspot Automatic Snow Chains	\$1,800.00
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6.	AGM Batteries (3)	\$500.00
7.	Automatic Emergency Braking System – Wingman Advanced	\$1,350.00
8.	Automatic Emergency Braking System – Wingman Fusion	\$2,550.00
11.	Side Mounted Traffic Warning Lights (“SoundOff Signal” 3, amber/red LED in a dual side by side bezel)	\$782.00
12.	Lap-shoulder belt for each seated position	\$135.00
10.	Video Install in Driver's Overhead Storage	\$743.00
Parts		
13.	Discount from Manufacturer's List Pricing (excludes Cummins)	41%
9.	Discount from Cummins List Pricing	34%
OEM Service, Warranty Work (where applicable), Maintenance, & Repair – Including parts (per the above referenced parts percentage discount)		
14.	To include but not limited to: Allison, Amtran, Bendix, Cummins, IC, Navistar, PSI	\$89.00 Labor Rate Per/Hr.

TECHNICAL SPECIFICATIONS**A. ITEM NO. 1- Lot 1 STANDARD SPECIFICATIONS:**

Seventy-Seven (77) Passenger Type C Air Conditioned, Conventional Engine School Bus Conforming to Virginia School Bus Specifications as published by the Virginia Department of Education (VDOE) and meeting the specifications below:

- (1) Bus shall be configured with "high headroom" option (78").
- (2) Windshield wipers shall be equipped with the intermittent feature. Windshield washer shall have adjustable nozzles.
- (3) Split sash and rear windows shall be furnished with maximum tinting as approved by the State of Virginia. Glazing shall be AS-2 glass (min). Split sash windows shall be capable of opening to a 12" height and have a natural "aluminum" finish.
- (4) Bus shall have two (2) K/O windows on each side in compliance with FMVSS 217.
- (5) All seats shall be gray upholstery. There will be 26 passenger seats. All seat frames will be "seatbelt-ready", equipped with a forward-hinged seat bottom (with latching device), and have interchangeable seatbacks to allow for retrofitting to a 3-point seatbelt or integrated child seat.
 - Seat frame reinforcements shall not contain pop rivets. All seat frames shall meet strength requirements of FMVSS 222.
- (6) The first row seat on the left side of the bus (one seat total) shall be a C.E. White model CR11 seat equipped with two (2) built-in child seats and two (2) LATCH (Lower Anchors and Tethers for Children) positions.
- (7) The first row seat on the right side of the bus (one seat total) shall be equipped with three (3) lap/Shoulder retracting passenger restraining seatbelts with a minimum of two (2) LATCH (Lower Anchors and Tethers for Children) positions on the seat with the following features:
 - Lightweight buckles and latching mechanism
 - Push-button release
- (8) The barrier behind driver's seat shall be equipped with a barrier cover with two pouches to be used to store driver's notebook, etc. These pouches shall be parallel and extend across the barrier cover. The upper pouch shall be at least 26" wide and 13" high. The lower pouch shall be at least 26" wide and 8" high. Each pouch shall be at least 1" deep, and shall have two or three Velcro closures across the top opening.

This barrier cover shall be made of upholstery material, and shall be the same color as the upholstery material in the rest of the bus. They shall fit neatly and snugly on the barrier cover, without wrinkling or sagging.

- (9) All vinyl lettering shall be 3M premium vinyl lettering (or equal) with an expected performance life of 7 years (min).
- (10) Seat numbers shall be applied to the bulkhead, above the windows, 2" in height. The seat numbers shall consist of the seat number, odd numbers on the left-hand (road side) of the bus, and even numbers on the right-hand (curb side) of the bus. For example, the seat behind the driver would be numbered "1", and the seat across the aisle from it on the right-hand side would be numbered "2".
- (11) Sun shield mounted on double brackets, with arms at either end, so as not to interfere with rear-view mirrors.
- (12) Interior shall be painted light gray. Floor covering shall be Koroseal medium gray (or equal). Aluminized, textured metal, scuff-resistant, lower interior panel (bottom of windows to seat rail). There shall be no sharp or unfinished edges.
- (13) Sub floor of bus shall be made of marine-grade plywood (min 5/8") or approved material to both reduce interior noise and minimize potential for water damage. If a center-aisle "runner" is used that is a separate piece from the flooring that is used under the seats, each seam formed where the edge of the runner meets the pieces of flooring under the seats shall be sealed with a wide bead of silicone sealant and then covered with an aluminum trim strip that is screwed to the floor. This is to reduce the chance of water getting underneath the floor covering.
- (14) All areas beneath floor are to be rust-proofed. This can be accomplished with rustproof coating, galvanization, rustproof materials, or a combination of these.
- (15) Step treads shall be Koroseal pebble top with ribbed white nosing (or equal).
- (16) State-approved fire blocking seating Gencorp PreVaill (or equal) and flooring material throughout the bus.
- (17) A locking device for the driver's window shall be installed. The locking device shall prohibit the window from being opened from the outside with a knife or credit card.
- (18) Front entrance door shall have an electronic security key locking system approved by the state and be equipped with a vandal lock system. Manual door release shall be located to the left of the entrance door on the exterior of the bus (behind a keyed (CH545) door).
- (19) Front entrance door frame opening shall have a minimum width of 34" continuous top to bottom. Door shall be equipped with an outside handle to allow for easy opening when the "vandal lock" has been released. Handle shall be at a height to be easily opened by a person of short-to-average height (5' 5" max). Handle shall be mounted so that, when the door is open, it is not within the path of passengers getting into the bus. A handle design that would "catch" clothing or drawstrings on clothing is not acceptable.

- (20) All locks in all buses shall be keyed alike, three (3) keys shall be delivered with each bus. Key code CH545 shall be used throughout bus unless specifically approved by Fairfax County Public Schools. Rear emergency door shall be lockable via Vandal lock system.
- (21) The driver's main door control switch shall be a toggle-type and not a turn-type.
- (22) Rear emergency door shall have safety glass (AS-2) in lower portion with protective metal guard (light gray). Operating instructions shall be located on the inside of the door per FMVSS 217.
- (23) Side skirts of bus shall be as low to the ground as possible. The long side skirting shall extend as far behind the rear wheels and forward of the front wheels as possible. However, the skirting should not extend so far as to cause dragging or "bottoming-out".
- (24) Storage compartment (exterior) - two (2) of similar size (approx. 13" x 15" x 25") with same strength requirements as the battery box shall be provided. Specific location shall be approved by customer.

Storage compartments shall be lockable (CH545); one (1) lock (min) for forward-hinged door.

The wording "EMERGENCY REFLECTORS" shall be located on the curb side storage compartment door. The lettering shall be in 1/2" lettering applied with 3M premium vinyl lettering (or equal).

- (25) Stainless steel grab handles shall be mounted on both sides of the service-door entryway. The hand-rail on the right-hand side of the step well shall extend all the way to the bottom step. They shall be supported at the extreme ends, without overhangs. A design that would "catch" clothing or drawstrings on clothing is not acceptable.
- (26) Soundproofing material shall be installed in the body/firewall area to reduce noise in driver's area to no more than 78 dba (max) at 35 mph.
- (27) Ceiling sheets of entire bus shall be made of acoustical noise dampening material.
- (28) Mirrors: two (2) front Quadra-spherical cross-over mirrors (supported to minimize vibration) shall be mounted on rear-view mirror brackets. Exterior rear-view mirrors (right and left) to have both flat mirror and convex mirror in same frame, Rosco Eurostyle (or equal). All mirrors shall be heated. The rear view mirrors shall be equipped with both remote-control and "break-away" features. Right-hand rear view mirror is to be equipped with break-away side bracing to minimize vibration.

View of mirrors shall not be blocked by any part of bus. Locations and mounting shall be state approved. All mirrors shall meet the latest state and federal standards, including FMVSS 111.

- (29) Front heater and defroster shall be in compliance with Virginia state requirements. Front heater shall be capable of producing at least 90,000 BTU. The driver's area shall have a heater vent as low as possible directed at the driver's feet and a "heater vent shield" (deflector kit) to keep heat off of the driver's leg (near seat bottom) while seated in the driver's seat. Two (2) (min) defroster outlets are required, one to the left of the driver, and one to the right, capable of keeping the windshield and door clear.
- (30) Rear auxiliary coolant-heated heater, producing at least 50,000 BTU, installed on floor with a protective guard to prevent passengers from hitting heater assembly. A flush-mounted heater is acceptable.

Mid mounted auxiliary coolant-heated heater, producing at least 50,000 BTU, installed on floor with a protective guard to prevent passengers from hitting heater assembly. A flush-mounted heater is acceptable.

Stepwell auxiliary coolant-heated heater producing at least 50,000 BTU, installed on floor with a protective guard to prevent passengers from hitting heater assembly. In-dash or flush-mounted heater is acceptable.

Specific mounting location(s) shall be approved by customer.

One (1) brass booster pump is required for rear and mid mounted auxiliary heating system.

- (31) The heater valves shall be located so that the driver may reach them easily, without having to get underneath the bus. The heater valve may be located behind a fuel type door for easy access. The heater valves shall be ¼-turn ball-type valves, made of brass.
- (32) Auxiliary fan: two (2), metal, 6.5" round, black finish, mounted above windshield. One (1) mounted to the left of the center post and one (1) mounted to the far right near the entrance door with 2-speed switch in panel.
- (33) Air Conditioning – Bus shall be air conditioned. The inside units shall be mounted in-wall on the forward and rear headers. The front and rear units shall not protrude significantly into the passenger area. The provided system shall meet all requirements stipulated by the State of Florida School Bus Air Conditioning Specifications. These requirements are paraphrased at the end of this document.
- (34) Mud flaps for front and rear wheels are required, with adequate clearance for tire chains on the rear wheels.
- (35) If any portion of the rear tires extends out beyond the body of the bus, "fenderettes" shall be installed, so that splashing from the rear tires will be reduced.
- (36) ECCO model # SA-917-87 (or equal) backup warning system, variable volume, beep-beep type, activated when bus is shifted into reverse.

- (37) The word "DIESEL" shall be adjacent to the fuel door. Two inch lettering shall be applied with 3M premium vinyl lettering (or equal).
- (38) State approved electric stop arm, with LED strobe lights, and crossing arm are required. The entire surface of both sides of stop signal arm shall be reflectorized with Type III retro-reflectorized material in accordance with FMVSS 131. The wiring shall be routed so that it shall not interfere with the operation of the stop arm. Arm of crossing guard shall be of fiberglass type, painted yellow. Crossing guard shall be of electro-magnetic locking style. This shall be wired so that the electro-magnet is NOT actuated when the ignition is off.
- (39) Tire chains, for the rear tires. One (1) set per bus is required.
- (40) Chock block: one (1) pressure treated timber (4" x 6" x 2 ft.) tapered on one end and 12" length of chain on the other (non-tapered end) for installing tire chains.
- (41) Padded head bumpers are required over the entrance and all emergency doors.
- (42) Body marker lights shall be controlled by chassis headlight switch.
- (43) Bus shall be equipped with day-time running lights. They shall be wired so that they are powered only when the ignition switch is in the "on" position.
- (44) "SoundOff Signal" LED lights (no substitutions) shall be used for any and all outside lamps for which their use has been approved in Virginia. This shall include LED strobe traffic lights.
- All LED lights provided shall have hard-coated lenses to avoid scratching.
 - All LED lights provided shall be equipped with transient voltage spike protective circuitry.
 - All LED lights provided must be mounted such that cracking of the housings is avoided. Lights with cracked and leaking housings will be replaced by the bus vendor as a warranty issue.
 - The epoxy coating used in any white LED lights shall be constituted such that UV-induced clouding is minimized.
- (45) The lenses of all lamps should be screw-secured, instead of being "snap-on". This is to reduce their falling off. The outer surfaces of the lenses should be smooth in order to reduce dirt buildup. Grommet mounting is acceptable.
- (46) The bus shall have a directional light on each side of the front cowling (below the windshield) of the same size (7" round) and type as the rear turn signals and be mounted on the same horizontal line.
- (47) The traffic-warning lights are to be able to be actuated by a dashboard-mounted switch. The lights should be able to be actuated whether or not the door is open.

- (48) There are to be two step well lights, one on the right-hand side and one on the left-hand side of the step well. They shall come on whenever the door is opened, independent of the dome lights.
- (49) Bus shall be equipped with a state approved top-mounted strobe light approximately 4.25" in height, ECCO 6710c (or equal). Light shall be installed over centerline of rear axle. If this cannot be accomplished, due to placement of roof hatch cover, the strobe light shall be placed so that it is no less than 36" from the back of the bus. Strobe light shall be a self-contained unit per Virginia State regulations.

Strobe light shall be controlled by a separate switch, located on the driver's control panel. Control switch shall be pilot-lamp type, so that when the strobe is operating, the switch is illuminated.

- (50) Deluxe driver dome light (map light) required, flush mounted in light bar above driver, with separate switch on control panel.
- (51) All switches shall be heavy-duty. All switches shall be mounted either on the dashboard or on a side switch panel and be pilot-lamp type (where applicable). There shall be no overhead-mounted switches.
- (52) The bus shall be equipped with a master electrical disconnect switch so that the driver can disconnect all electrical power in the bus. The master electrical switch shall be weather resistant and located in the battery box (or other approved location).
- (53) The bus shall be equipped with a fire alarm consisting of an audible tone and visual light in the dash area. This tone should be different than any other audible tone on the bus. The fire alarm shall have one (1) sensor in the engine compartment and one (1) sensor in the driver's side electrical compartment to alert the driver of a fire or extreme temperature in those areas of the bus.
- (54) Driver's seat shall be a Seats Inc., Magnum 100, series 222, grey, with cloth insert, deluxe hi-back air seat with two armrests (or equal). Left arm rest can be mounted on left side panel. Three-point seat belt for driver is required. The belt must be adjustable to accommodate a wide range of drivers' sizes. Seat shall meet strength requirement of FMVSS 222.
- (55) Driver's seat belt shall be high visible orange in color. Seat belt warning light (flashing) indicator and audible alarm to remind driver to fasten seat belt.
- (56) Cup holder(s) shall be within reach of driver's seat.
- (57) Body fluid clean-up kit and first aid kit, both in metal boxes. Boxes shall be at least 7½" wide by 5½" high x 2¼" deep. They shall be mounted on the front overhead panel. The five-pound ABC fire extinguisher will be mounted near the driver's area. The emergency triangular reflective kit shall be mounted in the curbside exterior storage compartment. Specific mounting location(s) for all items shall be approved by customer.

- (58) A plastic seat-belt webbing cutter EZ-On Products # 1004 (or equal) shall be provided. Knife shall be mounted in a holster located to the left of the driver's leg in such a manner that it is easily accessible in an emergency. Velcro shall not be used for mounting the holster.
- (59) Bus shall be equipped with two (2) low profile roof hatches, Specialty Products, Transpec, (or approved equal). Each hatch shall be equipped with an outside handle, and shall be wired to the emergency door buzzer system. Hatch shall NOT be equipped with "flip-up" screened vent, but shall be able to be tilted open in forward or rearward position to allow for ventilation.
- (60) Roof of bus shall be painted white, in accordance with state specifications. Corners of white-painted portion shall be rounded in "saddle" style.

Vendor shall apply bus numbers in accordance with Virginia state specifications. Additionally, bus numbers shall be on the roof using four (4) 12" characters, 1" wide (min). Numbers shall begin just behind the front door, and shall be parallel with the major axis of the bus. Numbers shall be applied with vinyl lettering, 3M premium vinyl lettering (or equal).

Customer shall provide list of bus numbers to vendor upon request.

- (61) Retro-reflective tape on side, rear, and top of bus, per state specifications. Rear bumper shall have solid color black tape (3" wide), and roof hatches shall be outlined in white tape. Retro-reflective "SCHOOL BUS" signs shall be on front and rear, per state specifications.
- (62) Bus shall be equipped with a three-step entryway. The top step riser shall say "No Smoking" and the second step riser shall say "No Trespassing Authorized Persons Only".
- (63) Bus shall be equipped with six (6) one-piece wheels (powder coat steel, black, with two (2) hand hole).
- (64) Tires shall be 11 R 22.5 14-ply rated radials; Michelin premium type tire (or approved equal). Front tires shall be highway tread and rear tires shall be block style mud and snow tread.
- (65) Fuel tank shall have 100-gallon capacity. Tank shall be mounted between the frame rails. Fuel tank shall be mounted in a manner that will allow the application of a protectant to eliminate the direct contact with the underbody of the bus reducing potential for rust.
- (66) The fuel tank fill pipe shall be located behind a locked door (CH545), in such a manner relative to the fuel-fill opening in the body that the fuel pipe cap shall be easily opened, and that it is easy to get a standard fuel nozzle into the fill pipe to fuel the bus.
- (67) Fuel-water separator shall be electrically heated.

- (68) 4-wheel air "disc" brakes with anti-lock brake system (ABS) and full vehicle wheel control system (4-channel). Air brakes must conform to State Board of Education requirements for school buses equipped with diesel engines and automatic transmissions.
- (69) Air dryer shall be Bendix model AD-IP with heater. Primary air tank (wet tank) shall be equipped with a heated automatic moisture ejector.
- (70) Air dump valve (12v electric) for air tanks with control switch(s) in drivers compartment.
- (71) Rear air ride suspension system.
- (72) Front axle shall have oil lubricated wheel bearings with transparent, thermoplastic window with rubber vent plug.
- (73) Parking-brake interlock so that parking brake cannot be released until the ignition is in the "on" position and the service brake pedal is applied.
- (74) Parking brake warning indicator light (labeled, mounted in dash) with audible alarm that activates when the driver's seat belt is unbuckled and the parking brake is not applied. Warning indicator light and alarm "must" work with the ignition switch in the "on" or "off" position.
- (75) Engine - Diesel B6.7L Cummins, 240 hp. (min), as approved by the Virginia Department of Education (VDOE). Must meet or exceed all current federal emission guidelines. EPA-certified emission levels for Nox, HC, CO, and PM shall be provided with the bid. Preference will be given to engines with lower certified emissions.
- (76) Transmission – Allison 2500 PTS. Tee handle or push button control shall be mounted to the right of the driver. Transmission shall be factory filled with Allison "Transynd" fluid. Transmission dip stick shall be plainly marked "Transynd Only". Transmission cooler shall be sized to meet the most severe of Allison requirements for this application. Transmission shall be provided with Allison Extended Warranty.
- (77) Maximum speed of bus shall be set at 55 miles per hour.
- (78) Brake pedal shall be covered with non-skid material.
- (79) A high idle switch shall be provided.
- (80) Horn, electric (2) trumpet style (or equal), in accordance with SAE J377.
- (81) Air cleaner shall be equipped with a restriction indicator.
- (82) Bus shall be equipped with a tilting and telescoping steering column.
- (83) Batteries (3 or more) shall provide 2850 CCA (min). Battery cables shall be 0 gauge (min). Batteries shall be mounted in side-body compartment on a sliding tray. Tray must have a stop mechanism to prevent tray from being pulled out too far.

- (84) Alternator shall be as high output as is available (320 amp min.). Manufacturer shall perform documented load test prior to delivery to assure 20% (min) reserve capacity of alternator with engine at idle and all vehicle equipment and warning devices operating. (Intermittent duty devices shall be factored according to projected use).
- (85) Fleet Ignition Keys – Three (3) per bus, key all buses alike. One of the following key codes will be used unless specifically approved by Fairfax County Public Schools:
- # Z-001
 - # D-250
 - # PK-556
- (86) Engine pre-heater, 120 volt (750 watt (min.), block style) for coolant jacket. Plug-in receptacle shall be located at front of bus.
- (87) All coolant hoses shall be a premium brand Gates “Blue Stripe”, Goodyear “Super Hi-Miler” or Dayco “Gold Label” (or equal). All coolant hoses are to be of an electro-chemical resistant type. Clamps are to be stainless steel “constant-torque” type.
- (88) Heavy-duty “Extended Life” coolant with recovery system. Radiator shall be equipped with sight glass to verify coolant level. A coolant level bottle is also acceptable, but it must be sufficiently transparent so that the coolant level can easily be seen.
- (89) Bus shall be equipped with a rear-mounted “Child Check Mate” (or equal) device to sound an audible alarm from the time that the engine is turned off until the driver walks to the back of the bus to turn it off. This is to assure that students are not left on the bus when it is parked.
- (90) Bus shall be equipped with frame-mounted tow hooks (two (2) on the front, and two (2) on the rear).
- (91) AM/FM/PA radio system with CD player with remote speakers (six (6) minimum) shall be provided throughout bus. External speaker(s) for PA shall be provided. The external speaker(s) shall be mounted beneath the bus behind the front bumper. Antenna shall be mounted to the rear of the driver’s side window and be capable of extending above or lowering below the roofline of the bus.
- (92) REI HD5-600 digital (no substitutions) security video camera system equipped with a 500 GB (minimum) removable hard disk drive with two (2) REI color cameras with audio (6mm rear facing, 1.8mm entrance door facing above driver’s seat) and a REI Output Module shall be installed in the bus. Camera system shall have a mid-mounted microphone. Camera mounting will be in compliance with state requirements. Hard drive cabinet will be mounted in a location where it is accessible to the driver, yet protected from damage or tampering. Specific mounting location and installation for all said components shall be approved by the customer.
- (93) Two-way communication radio will be installed in the bus. Radio will match the specifications, configuration and programming of those currently used by Fairfax

County Public Schools. Detailed specifications will be made available to successful Offeror. The radio shall be mounted using security-type pin-center "torx" type hardware.

Model - Motorola APX4500 7/800 dash mount with options (no substitution). Please contact Tej Parikh , Motorola Senior Account Manager at (804) 495-7218 for the required options.

Transmit antenna - Antenna Specialists model ASP931(no substitution) with 20 ft. RG-58 A/U cable with right angle "N" male connector attached and mini-UHF connector loose, 806 - 894 MHz.

Handheld Microphone clip to be mounted on dash. Specific mounting location to be approved by customer.

- (94) All electrical connections shall be soldered (or equal). Weather-proof connectors, such as "Weather-Pak" connectors, are acceptable and desirable. Butt or Scotch-Lock connectors for splices shall NOT be used. Machine-crimped or ratchet-crimped connectors are acceptable. Connectors that are hand-crimped without a ratchet style tool are NOT acceptable.

Electrical wiring shall be color coded and circuit numbered with assigned color-number running the full length of each circuit.

"As Built" wiring diagrams shall be provided with each bus.

- (95) Accessory power strip in electrical panel with four (4) terminals, each fused at 20 amps; two (2) battery, two (2) ignition.
- (96) AVL unit installed with Synovia GPS kit including CalAmp model 4200 w/HSPA modem per the current AVL systems contract.

The GPS kit to be ordered not less than 60 days in advance from Synovia Solutions LLC. @ 317-208-1700, contact for order placement is Beverly Noblet. The GPS kit will be installed per instructions available upon request.

Installer will complete and return the installation form provided by Synovia in the GPS Kit to FCPS Lorton Center at 8101 Lorton Rd, Lorton, VA 22079 attn. Joseph Welborn.

Installation location shall be in one of the following locations as space permits:

- The bulk head
- Overhead radio compartment
- The channel above the driver's side window
- Under the dash panel, left of driver

The GPS CalAmp 4200 unit will not be located in any area that could be affected by weather conditions.

The antenna will be roof mounted above the left warning light eyebrow and the opening sealed.

Event Tap Points will include:

- Ignition (5-Amp Fuse)
- 12-Volt Power (5-Amp Fuse)
- Step Well Light
- 8-way Amber Lights
- 8-way Stop Lights or Stop Arm
- DVR event switch

Connections will be hard wired with non-removable connectors (Note: Scotch-Lock connectors or equivalent are prohibited). All components with the exception of the antenna, including wiring and antenna cables will be hidden from common view and accessible only by service personnel.

The installer will be provided access to application software and verify the installation before releasing vehicle into service.

- (97) Extended Warranty coverage: The bus manufacturer shall provide a five year warranty for the body, excluding items subject to damage from normal wear and tear such as seat and floor coverings, trim, and paint. If covered identical parts fail for identical reasons during the warranty period in more than 15% of the buses, the failure shall be considered a fleet wide defect, and the bus manufacturer shall promptly undertake a work program to prevent the occurrence of the failure in the remaining buses purchased under this contract; the work program shall include inspection and/or correction of the potential or defective parts. The program may be implemented through the bus manufacturer's standard warranty procedures or through special procedures created to handle this particular defect. Standard manufacturer's warranties and warranty procedures shall apply to the drive line components.

Warranty coverage period shall not begin until bus has been accepted and put into service.

- (98) Pilot Inspection Trip: The contractor shall provide, at his or her expense, a pilot inspection trip to the factory (when warranted by FCPS) for staff to inspect the first completed bus. Timing of the trip will be such that any production problems found can be corrected during the normal production process. Fairfax County employees (DVS) shall be included in the trip as well. The reason for this trip will be to find any problems with the first bus so they will not be built into the subsequent buses. Covered expenses shall include all transportation, lodging, and meals required by FCPS and Fairfax County employees for this trip. No overhead costs for the inspection trip will be built-in with any part of the bus specification or pricing.
- (99) Lists of "As Built" OEM part numbers in several categories would be very useful, and should be provided.

Engine items:

1. All filters (air, oil, fuel water separator)
2. All belts
3. Pulleys, including Idler
4. All hoses
5. Starter
6. Alternator
7. Water pump
8. Thermostat and gasket
9. Engine cooling fan assembly
10. Radiator

Chassis items:

1. Front and rear brake pads and rotors
2. Front and rear brake calipers and chambers
3. Wheel bearings (inner & outer, both front and rear)
4. All air valves
5. All exhaust system components (pipes, mufflers, catalyts, etc.)
6. Fuel tank

Body items:

1. All glass, including windshield, door glass, and windows
2. Heater cores
3. Heater motor and fan
4. Defroster motor and fan
5. Driver seat and seat belt
6. Driver accessory control switches, including door switch

(100) Air Conditioning Requirements:

The system shall be a dual (split) type "free-blowing" system. Each system shall be completely separate, so that if one system should fail, the other system shall continue cooling. This is to include separate condensers, evaporators, and electrical controls.

The system shall cool the interior of the bus to 80 degrees (F), measured at a minimum of three (3) points, and located four feet (4') above the floor along the longitudinal centerline of the bus. The three points shall be (1) near the driver's location, (2) at the mid-point of the bus, and (3) two feet (2') forward of the back end of the bus aisle.

This test may be conducted outside in summer conditions of at least 85 degrees (F) and at least 50% humidity with normal sunlight, with the bus at normal manufacturer's recommended idle speed. After one (1) hour of heat soaking, the system is to be turned on and the 80 degree temperature shall be attained within thirty (30) minutes.

Compressors:

The compressors shall be engine-driven.

The system shall be equipped with both a high pressure and a low pressure switch, so the compressor will not operate if outside of the recommended or safe levels.

The compressors shall be mounted in the safest area possible. Compressors shall NOT be mounted below the chassis frame rails. The compressors shall be a "TM-21" (min) and meet the previously-mentioned performance parameters.

Condensers:

The condensers shall be equipped with copper coils and aluminum fins.

Body-skirt mounting of the condensers is required. Condenser assemblies shall include permanent magnet, ball-bearing sealed motors for cooling fans, and case constructed of aluminum or other metal treated as specified for standard body sheet metal. All condensers mounted under bus body shall have three (3) electric fans with an opening in the body side-skirt covered by a metal grate (black finish) for ventilation.

Each system shall be equipped with a sight glass which is accessible and easily visible.

Condensers shall be shock-mounted to isolate them from excessive road shock. They shall be mounted forward of the rear wheels and protected from splashing of mud and water from the wheels and road.

Evaporators:

Evaporator/blower units shall be mounted in the rear and at the front of the bus. The front-mounted unit must provide for air to be directed at the driver. The front-mounted unit shall be of the front header-mounted type.

All condensate shall, under all conditions, drain to the outside of the bus. There shall be no condensate drainage into the interior of the bus.

The evaporator/blower units shall be installed so that there are no injury-prone protrusions or sharp edges. This is to include any required ductwork.

The evaporators shall be copper-cored. Either copper or aluminum fins are acceptable.

Air-intake of evaporator/blower units shall be equipped with air filters that can be easily replaced without disassembly of the case.

Controls, Wiring, and Miscellaneous Hardware:

All system operating controls shall be accessible to the driver while he or she is seated.

Blowers shall have a minimum of two (2) speeds.

Wiring shall be copper, color-coded, and in a loom.

System shall be equipped with at least one re-settable main circuit breaker. System control circuits shall also have overload protection, but may be fused.

All wiring, hoses, and lines shall be routed, supported, and grommited to reduce wear from heat, vibration, and chafing.

Bus shall be equipped with a high-idle system that will automatically increase engine speed when the transmission is in neutral, parking brake is set, and the air conditioning system is on.

All flexible refrigerant lines shall be double braided. All slip-on type hose-to-fitting connections shall be equipped with stainless steel clamps.

The entire system shall be thermostatically-controlled, with thermostats located at the evaporator assemblies tied to the remote thermostat control at the driver's location.

Refrigerant shall be R134A.

Other requirements:

The total A/C system shall be fully warranted for a period of two (2) years. Including all parts and labor, with no limitation on the number of operating hours. WARRANTY COVERAGE PERIOD SHALL NOT BEGIN UNTIL BUS HAS BEEN ACCEPTED AND PUT INTO SERVICE. Warranty shall include, but not be limited to all mounting brackets, hardware, and any belts that either directly or indirectly drives the compressors. The air conditioning compressor application must be approved in writing by the engine manufactures stating that the installation will not void or reduce the engine manufacturer's warranty or extended service coverage liabilities in any way.

All items requiring periodic service must be readily accessible for servicing, including, but not limited to:

- Refrigerant service ports (both high and low pressure)
- Sight glasses – must be directly visible
- Receiver-dryer – accessible and not equipped with sweat-type fittings.
- Expansion valves
- Drive belts
- System fuses and circuit breakers
- Evaporator air filters
- All major component serial numbers must be readily visible

Six (6) copies of all parts and service manuals shall be provided. Manufactures online access is acceptable.

Parts and special tools – all parts and required special tools shall be readily available. A list of suppliers shall be provided.

Suspension capacity and ground clearance – ground clearance at the lowest point of the air conditioning system shall be no lower than ground clearance of the bus at the step well. Axle weight rating shall be sufficient to provide the same ground clearance that would have been normally provided if the bus were not air conditioned.

The installed air conditioning system shall not reduce the compliance of the finished bus with any FMVSS standards.

(101) FCPS is interested in the purchase of electric school buses meeting the above Lot 1 specifications, once the option becomes commercially available. Please provide as much information as possible about your firm's current and anticipated ability to provide electric buses, including:

- Anticipated timeline of market readiness;
- Ability to conform to Lot 1 specifications;
- Alternative specifications and technology that FCPS should be aware of;

DESIRED OPTIONS: (shall be priced separately)

Option # 1 - Onspot Automatic Snow Chains (installed)

Option # 2 - Driver's Overhead Storage Compartment

Option # 3 - 42,000 BTU Webasto Heater mounted in outside storage compartment

Option # 4 - AGM Batteries (3), Odyssey 31-PC2150, 3450 CCA

Option # 5 - Side-Mounted Traffic Warning Lights ("SoundOff Signal", amber/red LED3, in a dual side-by-side bezel) to be mounted above the entrance door and the driver's side window. Lights shall work in conjunction with the standard traffic warning light system.

Option # 6 - Lap-shoulder belt for each seated position

Option # 7 - Automatic emergency braking system (collision avoidance)

PARTS

Original Equipment Manufacturer (OEM) Parts (school buses and school board owned vehicles):

Discount percentage from manufacturer list pricing

All parts prices/discounts shall be F.O.B Destination and shall include all charges imposed for fulfilling the order.

Delivery is required within two (2) business days for stock items ordered. Delivery for all non-stock and special order items will be agreed upon by the authorized representative and the vendor when the order is placed.

Fairfax County Public Schools (FCPS) and the Department of Vehicle Services (DVS) may authorize the vendor to expedite parts delivery (when warranted) by means of air freight, UPS, or other speedy delivery methods. Authorization will only be granted on an "exception" basis and FCPS and/or DVS will pay the cost of the special shipping.

SERVICES

Original Equipment Manufacturer (OEM) Service, Warranty Work (where applicable), Maintenance, & Repair - Including Parts (school buses and school board owned vehicles) as defined below:

OEM - Original Equipment Manufacturer that develops a product or component to the highest of standards.

Warranty (where applicable) - The repair or replacement of a product or component that develops a fault within a specified period or to redo work that was not performed to the customers satisfaction as it relates to school buses and school board owned vehicles.

Maintenance - OEM recommended maintenance procedures/intervals for inspecting, cleaning or replacing of various components to ensure school buses and school board owned vehicles are kept in good working order.

Labor Rate (per hr.) – Labor rate shall include all direct and indirect overhead costs including but not limited to general and administrative costs.

All Service, Warranty, Maintenance, and Repair work shall comply with the original equipment manufacturers (OEM) specifications, recommended service intervals, and warranties, taking into consideration the specific operational environment for which the vehicle operates.

All materials, parts, and workmanship provided by the vendor shall be of high standards and free from defects. Should materials, parts or workmanship fail within ninety (90) days or 4,000 miles (whichever occurs first), the vendor will at "no cost" rectify the defect and/or failure and ensure the repair meets the same high standards as the original work performed.

All Service, Warranty, Maintenance and Repair work will be performed at the vendors repair facility unless otherwise agreed upon by Fairfax County Public Schools (FCPS) and/or the Department of Vehicle Services (DVS).

Any "After Hours" breakdowns / emergencies that the vendor is responsible for will be deferred until the next business day and reported to the vendor during normal business hours and scheduled for repair.

The vendor shall maintain records for any Service, Warranty, Maintenance and Repair work performed on any school bus or school board owned vehicle and make such records available

to Fairfax County Public Schools (FCPS) and/or the Department of Vehicle Services (DVS) upon request for a minimum of three (3) years from the date the services were performed.

Should the vendor be unable to provide any of the above services, in an acceptable period of time, Fairfax County Public Schools (FCPS) and/or the Department of Vehicle Services (DVS) reserves the right to utilize other sources to provide these services.

B. ITEM NO. 2 – Lot 2 STANDARD SPECIFICATIONS

Fifty-Three (53) Passenger Lift Type C Air Conditioned, Conventional Engine School Bus with Flat Floor Feature conforming to Virginia School Bus Specifications as published by the Virginia Department of Education (VDOE) and meeting the specifications below:

- (1) The bus shall be equipped with a FLAT FLOOR, such that there are no rear wheel well protrusion s in the floor.
- (2) The bus shall be equipped with eight (8) IMMI 36" wide passenger seats with gray upholstery.

The first row (two seats total) shall have two (2) built-in child seats on each seat.

The last three rows (six seats total) shall have two (2) LATCH (Lower Anchors and Tethers for Children) positions on each seat.

All passenger seats shall be equipped with two (2) 3-point retracting passenger restraining seatbelts per seat.

Seats must be quickly removable and mounted in same track as wheelchair tie-downs (Sure-Lok series "L" – no substitutions). Both sides of the bus shall be tracked to accommodate both 30" and 39" seats.

Seat frame reinforcements shall not contain pop rivets. All seat frames shall meet strength requirements of FMVSS 222.

- (3) The bus shall be configured so that there are at least three (3) forward-facing wheelchair positions.
- (4) Wheelchair Provisions: All wheelchair positions shall be forward-facing. Floor shall have flush mounted, narrow-width track in floor for all seating locations (Sure-Lok series "L" track – no substitutions). Wheelchair 4-point auto retract type tie-downs (Sure-Lok FF-627S-4C kits – no substitutions), compatible with wheelchair track system, shall be furnished. Additional track to be mounted to accept shoulder harness. Shoulder-harness tracking shall be mounted on the wall along the full length of the area equipped with floor tracking, not just between the windows. Sufficient tie-downs, lap belts, and shoulder belts shall be provided to equip three (3) wheelchair positions.

Wheelchair belts shall be the following Sure-Lok models (no substitutions):

- Lap Belts – Sure-Lok FE200842
- Shoulder Belts – Sure-Lok FE200599

- (5) Wheelchair Lift Requirements: Wheelchair lift shall be a Braun Century 2 series model NCL917FIBHB-2 with 800 lb. (min) capacity rating, folding handrails (both right and left), automatic in-board roll stop, 33" platform, automatic door-actuated power switch with power wired through an ignition actuated solenoid, power folding with emergency quick release, gravity down, and back-up pump. Lift shall be equipped with rubber bumpers or cushions to reduce noise when the lift is in the stored position and the bus is underway. Lift controls shall be "deadman" type with holding bracket for controller affixed to inside of lift door. Lift must provide "barrier-free" access from ground level. Lift shall be mounted on right side of bus, behind rear wheels, and comply with all Virginia State requirements.

Lift door shall be equipped with an interior and exterior door handle to allow for easy opening once the vandal lock has been released. Handle shall be mounted just below the centerline of the door, at a height to be easily operated by a person of short-to-average height (5' 5" max).

Lift door shall have a positive fastening device for holding the door in the "open" position. Lift door shall be securely mounted, forward-hinged, and have a padded head bumper over the entranceway.

Bus shall have one (1) exterior mounted light to illuminate the area around the lift. The light shall be positioned to the left of the lift door so that it's not obstructed when the lift door is open.

Exact location of wheelchair lift and light to be determined after award. A blueprint of the bus and lift location shall be provided to customer before final decision is made.

- (6) Provision shall be made so that the bus cannot be moved while the wheelchair lift is deployed. This must be designed so that, in the event of a failure, the parking brake cannot apply while the bus is under way.
- (7) Bus shall have two (2) 9"x 9" (min) placards with universal handicapped symbol painted white on blue. One placard mounted center of rear door (between upper and lower door glass) and one mounted to the far right of the front bumper (or approved location).
- (8) Bus shall be configured with "high headroom" option (78").
- (9) Windshield wipers shall be equipped with the intermittent feature. Windshield washer shall have adjustable nozzles.

- (10) Split sash and rear windows shall be furnished with maximum tinting as approved by the state. Glazing shall be AS-2 glass (min). Split sash windows shall be capable of opening to a 12" height and have a natural "aluminum" finish.
- (11) Bus shall have one (1) K/O window on each side in compliance with FMVSS 217.
- (12) The barrier behind driver's seat shall be equipped with a barrier cover with two pouches to be used to store driver's notebook, etc. These pouches shall be parallel and extend across the barrier cover. The upper pouch shall be at least 26" wide and 13" high. The lower pouch shall be at least 26" wide and 8" high. Each pouch shall be at least 1" deep, and shall have two or three Velcro closures across the top opening.

This barrier cover shall be made of upholstery material, and shall be the same color as the upholstery material in the rest of the bus. They shall fit neatly and snugly on the barrier cover, without wrinkling or sagging.
- (13) All vinyl lettering shall be 3M premium vinyl lettering (or equal) with an expected performance life of 7 years (min).
- (14) Seat numbers shall be applied to the bulkhead, above the windows, 2" in height. The seat numbers shall consist of the seat number, odd numbers on the left-hand (road side) of the bus, and even numbers on the right-hand (curb side) of the bus. For example, the seat behind the driver would be numbered "1", and the seat across the aisle from it on the right-hand side would be numbered "2".
- (15) Sun shield mounted on double brackets, with arms at either end, so as not to interfere with rear-view mirrors.
- (16) Interior shall be painted light gray. Floor covering shall be Koroseal medium gray (or equal). Aluminized, textured metal, scuff-resistant, lower interior panel (bottom of windows to seat rail). There shall be no sharp or unfinished edges.
- (17) Sub floor of bus shall be made of marine-grade plywood (min 5/8") or approved material to both reduce interior noise and minimize potential for water damage. If a center-aisle "runner" is used that is a separate piece from the flooring that is used under the seats, each seam formed where the edge of the runner meets the pieces of flooring under the seats shall be sealed with a wide bead of silicone sealant and then covered with an aluminum trim strip that is screwed to the floor. This is to reduce the chance of water getting underneath the floor covering.
- (18) All areas beneath floor are to be rust-proofed. This can be accomplished with rustproof coating, galvanization, rustproof materials, or a combination of these.
- (19) Step treads shall be Koroseal pebble top with ribbed white nosing (or equal).
- (20) State-approved fire blocking seating Gencorp PreVaill (or equal) and flooring material throughout the bus.

- (21) A locking device for the driver's window shall be installed. The locking device shall prohibit the window from being opened from the outside with a knife or credit card.
- (22) Front entrance door shall have an electronic security key locking system approved by the state and be equipped with a vandal lock system. Manual door release shall be located to the left of the entrance door on the exterior of the bus (behind a keyed (CH545) door).
- (23) Front entrance door frame opening shall have a minimum width of 34" continuous top to bottom. Door shall be equipped with an outside handle to allow for easy opening when the "vandal lock" has been released. Handle shall be at a height to be easily opened by a person of short-to-average height (5' 5" max). Handle shall be mounted so that, when the door is open, it is not within the path of passengers getting into the bus. A handle design that would "catch" clothing or drawstrings on clothing is not acceptable.
- (24) All locks in all buses shall be keyed alike, three (3) keys shall be delivered with each bus. Key code CH545 shall be used throughout bus unless specifically approved by Fairfax County Public Schools. Rear emergency door shall be lockable via Vandal lock system.
- (25) The driver's main door control switch shall be a toggle-type and not a turn-type.
- (26) Rear emergency door shall have safety glass (AS-2) in lower portion with protective metal guard (light gray). Operating instructions shall be located on the inside of the door per FMVSS 217.
- (27) Side skirts of bus shall be as low to the ground as possible. The long side skirting shall extend as far behind the rear wheels and forward of the front wheels as possible. However, the skirting should not extend so far as to cause dragging or "bottoming-out".
- (28) Storage compartment (exterior) - two (2) of similar size (approx. 13" x 15" x 25") with same strength requirements as the battery box shall be provided. Specific location shall be approved by customer.

Storage compartments shall be lockable (CH545); one (1) lock (min) for forward-hinged door.

The wording "EMERGENCY REFLECTORS" shall be located on the curb side storage compartment door. The lettering shall be in 1/2" lettering applied with 3M premium vinyl lettering (or equal).

- (29) Stainless steel grab handles shall be mounted on both sides of the service-door entryway. The hand-rail on the right-hand side of the step well shall extend all the way to the bottom step. They shall be supported at the extreme ends, without overhangs. A design that would "catch" clothing or drawstrings on clothing is not acceptable.

- (30) Soundproofing material shall be installed in the body/firewall area to reduce noise in driver's area to no more than 78 dba (max) at 35 mph.
- (31) Ceiling sheets of entire bus shall be made of acoustical noise dampening material.
- (32) Mirrors: two (2) front Quadra-spherical cross-over mirrors (supported to minimize vibration) shall be mounted on rear-view mirror brackets. Exterior rear-view mirrors (right and left) to have both flat mirror and convex mirror in same frame, Rosco Eurostyle (or equal). All mirrors shall be heated. The rear view mirrors shall be equipped with both remote-control and "break-away" features. Right-hand rear view mirror is to be equipped with break-away side bracing to minimize vibration.

View of mirrors shall not be blocked by any part of bus. Locations and mounting shall be state approved. All mirrors shall meet the latest state and federal standards, including FMVSS 111.

- (33) Front heater and defroster shall be in compliance with Virginia state requirements. Front heater shall be capable of producing at least 90,000 BTU. The driver's area shall have a heater vent as low as possible directed at the driver's feet and a "heater vent shield" (deflector kit) to keep heat off of the driver's leg (near seat bottom) while seated in the driver's seat. Two (2) (min) defroster outlets are required, one to the left of the driver, and one to the right, capable of keeping the windshield and door clear.
- (34) Rear auxiliary coolant-heated heater, producing at least 80,000 BTU, installed on floor or rear wall with a protective guard to prevent passengers from hitting heater assembly. A flush-mounted heater is acceptable.

Specific mounting location shall be approved by customer.

One (1) brass booster pump is required for rear mounted auxiliary heating system.

- (35) The heater valves shall be located so that the driver may reach them easily, without having to get underneath the bus. The heater valve may be located behind a fuel type door for easy access. The heater valves shall be ¼-turn ball-type valves, made of brass.
- (36) Air Conditioning – Bus shall be air conditioned. The front air conditioning system shall be mounted in-dash. The rear inside unit shall be mounted in-wall on the rear header. The rear unit shall not protrude significantly into the passenger area. The provided system shall meet all requirements stipulated by the State of Florida School Bus Air Conditioning Specifications. These requirements are paraphrased at the end of this document.
- (37) Mud flaps for front and rear wheels are required, with adequate clearance for tire chains on the rear wheels.
- (38) If any portion of the rear tires extends out beyond the body of the bus, "fenderettes" shall be installed, so that splashing from the rear tires will be reduced.

- (39) ECCO model # SA-917-87 (or equal) backup warning system, variable volume, beep-beep type, activated when bus is shifted into reverse.
- (40) The word "DIESEL" shall be adjacent to the fuel door. Two inch lettering shall be applied with 3M premium vinyl lettering (or equal).
- (41) State approved electric stop arm, with LED strobe lights, and crossing arm are required. The entire surface of both sides of stop signal arm shall be reflectorized with Type III retro-reflectorized material in accordance with FMVSS 131. The wiring shall be routed so that it shall not interfere with the operation of the stop arm. Arm of crossing guard shall be of fiberglass type, painted yellow. Crossing guard shall be of electro-magnetic locking style. This shall be wired so that the electro-magnet is NOT actuated when the ignition is off.
- (42) Tire chains, for the rear tires. One (1) set per bus is required.
- (43) Chock block: one (1) pressure treated timber (4" x 6" x 2 ft.) tapered on one end and 12" length of chain on the other (non-tapered end) for installing tire chains.
- (44) Padded head bumpers are required over the entrance and all emergency doors.
- (45) Body marker lights shall be controlled by chassis headlight switch.
- (46) Bus shall be equipped with day-time running lights. They shall be wired so that they are powered only when the ignition switch is in the "on" position.
- (47) "SoundOff Signal" LED lights (no substitutions) shall be used for any and all outside lamps for which their use has been approved in Virginia. This shall include LED strobe traffic lights.
- All LED lights provided shall have hard-coated lenses to avoid scratching.
 - All LED lights provided shall be equipped with transient voltage spike protective circuitry.
 - All LED lights provided must be mounted such that cracking of the housings is avoided. Lights with cracked and leaking housings will be replaced by the bus vendor as a warranty issue.
 - The epoxy coating used in any white LED lights shall be constituted such that UV-induced clouding is minimized.
- (48) The lenses of all lamps should be screw-secured, instead of being "snap-on". This is to reduce their falling off. The outer surfaces of the lenses should be smooth in order to reduce dirt buildup. Grommet mounting is acceptable.
- (49) The bus shall have a directional light on each side of the front cowling (below the windshield) of the same size (7" round) and type as the rear turn signals and be mounted on the same horizontal line.
- (50) The traffic-warning lights are to be able to be actuated by a dashboard-mounted switch. The lights should be able to be actuated whether or not the door is open.

- (51) There are to be two step well lights, one on the right-hand side and one on the left-hand side of the step well. They shall come on whenever the door is opened, independent of the dome lights.
- (52) Bus shall be equipped with a state approved top-mounted strobe light approximately 4.25" in height, ECCO 6710c (or equal). Light shall be installed over centerline of rear axle. If this cannot be accomplished, due to placement of roof hatch cover, the strobe light shall be placed so that it is no less than 36" from the back of the bus. Strobe light shall be a self-contained unit per Virginia State regulations.
- Strobe light shall be controlled by a separate switch, located on the driver's control panel. Control switch shall be pilot-lamp type, so that when the strobe is operating, the switch is illuminated.
- (53) Deluxe driver dome light (map light) required, flush mounted in light bar above driver, with separate switch on control panel.
- (54) All switches shall be heavy-duty. All switches shall be mounted either on the dashboard or on a side switch panel and be pilot-lamp type (where applicable). There shall be no overhead-mounted switches.
- (55) The bus shall be equipped with a master electrical disconnect switch so that the driver can disconnect all electrical power in the bus. The master electrical switch shall be weather resistant and located in the battery box (or other approved location).
- (56) The bus shall be equipped with a fire alarm consisting of an audible tone and visual light in the dash area. This tone should be different than any other audible tone on the bus. The fire alarm shall have one (1) sensor in the engine compartment and one (1) sensor in the driver's side electrical compartment to alert the driver of a fire or extreme temperature in those areas of the bus.
- (57) Driver's seat shall be a Seats Inc., Magnum 100, series 222, color grey, with cloth insert, deluxe hi-back air seat with two armrests (or equal). Left arm rest can be mounted on left side panel. Three-point seat belt for driver is required. The belt must be adjustable to accommodate a wide range of drivers' sizes. Seat shall meet strength requirement of FMVSS 222.
- (58) Driver's seat belt shall be high visible orange in color. Seat belt warning light (flashing) indicator and audible alarm to remind driver to fasten seat belt.
- (59) Cup holder(s) shall be within reach of driver's seat.
- (60) Body fluid clean-up kit and first aid kit, both in metal boxes. Boxes shall be at least 7½" wide by 5½" high x 2¼" deep. They shall be mounted on the front overhead panel. The five-pound ABC fire extinguisher will be mounted near the driver's area. The emergency triangular reflective kit shall be mounted in the curbside exterior storage compartment. Specific mounting location(s) for all items shall be approved by customer.

- (61) Two (2) plastic seat-belt webbing cutters EZ-On Products # 1004 (or equal) shall be provided. Knife shall be mounted in a holster. One located to the left of the driver's leg in such a manner that it is easily accessible in an emergency and one to the left of the wheelchair lift approximately 8" below the window. Velcro shall not be used for mounting the holster.
- (62) Bus shall be equipped with one (1) low profile roof hatch, Specialty Products, Transpec (or approved equal). The hatch shall be equipped with an outside handle, and shall be wired to the emergency door buzzer system. Hatch shall NOT be equipped with "flip-up" screened vent, but shall be able to be tilted open in forward or rearward position to allow for ventilation.
- (63) Roof of bus shall be painted white, in accordance with state specifications.

Vendor shall apply bus numbers in accordance with Virginia state specifications. Additionally, bus numbers shall be on the roof using four (4) 12" characters, 1" wide (min). Numbers shall begin just behind the front door, and shall be parallel with the major axis of the bus. Numbers shall be applied with vinyl lettering, 3M premium vinyl lettering (or equal).

Customer shall provide list of bus numbers to vendor upon request.

- (64) Retro-reflective tape on side, rear, and top of bus, per state specifications. Rear bumper shall have solid color black tape (3" wide), and roof hatches shall be outlined in white tape. Retro-reflective "SCHOOL BUS" signs shall be on front and rear, per state specifications.
- (65) Bus shall be equipped with a three-step entryway. The top step riser shall say "No Smoking" and the second step riser shall say "No Trespassing Authorized Persons Only".
- (66) Bus shall be equipped with six (6) one-piece wheels (powder coat steel, black, with two (2) hand hole).
- (67) Tires shall be 255/70/R22.5 16-ply rated radials; Goodyear premium type tire (or approved equal). Front tires shall be highway tread and rear tires shall be block style mud and snow tread.
- (68) Fuel tank shall have 65-gallon capacity. Tank shall be mounted between the frame rails. Fuel tank shall be mounted in a manner that will allow the application of a protectant to eliminate the direct contact with the underbody of the bus reducing potential for rust.
- (69) The fuel tank fill pipe shall be located behind a locked door (CH545), in such a manner relative to the fuel-fill opening in the body that the fuel pipe cap shall be easily opened, and that it is easy to get a standard fuel nozzle into the fill pipe to fuel the bus.
- (70) Fuel-water separator shall be electrically heated.

- (71) 4-wheel air "disc" brakes with anti-lock brake system (ABS) and full vehicle wheel control system (4-channel). Air brakes must conform to State Board of Education requirements for school buses equipped with diesel engines and automatic transmissions.
- (72) Air dryer shall be Bendix model AD-IP with heater. Primary air tank (wet tank) shall be equipped with a heated automatic moisture ejector.
- (73) Air dump valve (12v electric) for air tanks with control switch(s) in drivers compartment.
- (74) Rear air ride suspension system.
- (75) Front axle shall have oil lubricated wheel bearings with transparent, thermoplastic window with rubber vent plug.
- (76) Parking-brake interlock so that parking brake cannot be released until the ignition is in the "on" position and the service brake pedal is applied.
- (77) Parking brake warning indicator light (labeled, mounted in dash) with audible alarm that activates when the driver's seat belt is unbuckled and the parking brake is not applied. Warning indicator light and alarm "must" work with the ignition switch in the "on" or "off" position.
- (78) Engine - Diesel B6.7L Cummins, 240 hp. (min), as approved by the Virginia Department of Education (VDOE). Must meet or exceed all current federal emission guidelines. EPA-certified emission levels for Nox, HC, CO, and PM shall be provided with the bid. Preference will be given to engines with lower certified emissions.
- (79) Transmission – Allison 2500 PTS. Tee handle or push button control shall be mounted to the right of the driver. Transmission shall be factory filled with Allison "Transynd" fluid. Transmission dip stick shall be plainly marked "Transynd Only". Transmission cooler shall be sized to meet the most severe of Allison requirements for this application. Transmission shall be provided with Allison Extended Warranty.
- (80) Maximum speed of bus shall be set at 55 miles per hour.
- (81) Brake pedal shall be covered with non-skid material.
- (82) A high idle switch shall be provided.
- (83) Horn, electric (2) trumpet style (or equal), in accordance with SAE J377.
- (84) Air cleaner shall be equipped with a restriction indicator.
- (85) Bus shall be equipped with a tilting and telescoping steering column.

- (86) Batteries (3 or more) shall provide 2850 CCA (min). Battery cables shall be 0 gauge (min). Batteries shall be mounted in side-body compartment on a sliding tray. Tray must have a stop mechanism to prevent tray from being pulled out too far.
- (87) Alternator shall be as high output as is available (320 amp min.). Manufacturer shall perform documented load test prior to delivery to assure 20% (min) reserve capacity of alternator with engine at idle and all vehicle equipment and warning devices operating. (Intermittent duty devices shall be factored according to projected use).
- (88) Fleet Ignition Keys – Three (3) per bus, key all buses alike. One of the following key codes will be used unless specifically approved by Fairfax County Public Schools:
- # Z-001
 - # D-250
 - # PK-556
- (89) Engine pre-heater, 120 volt (750 watt (min.)), block style) for coolant jacket. Plug-in receptacle shall be located at front of bus.
- (90) All coolant hoses shall be a premium brand Gates "Blue Stripe", Goodyear "Super Hi-Miler" or Dayco "Gold Label" (or equal). All coolant hoses are to be of an electro-chemical resistant type. Clamps are to be stainless steel "constant-torque" type.
- (91) Heavy-duty "Extended Life" coolant with recovery system. Radiator shall be equipped with sight glass to verify coolant level. A coolant level bottle is also acceptable, but it must be sufficiently transparent so that the coolant level can easily be seen.
- (92) Bus shall be equipped with a rear-mounted "Child Check Mate" (or equal) device to sound an audible alarm from the time that the engine is turned off until the driver walks to the back of the bus to turn it off. This is to assure that students are not left on the bus when it is parked.
- (93) Bus shall be equipped with frame-mounted tow hooks (two (2) on the front, and two (2) on the rear).
- (94) AM/FM/PA radio system with CD player with remote speakers (six (6) minimum) shall be provided throughout bus. External speaker(s) for PA shall be provided. The external speaker(s) shall be mounted beneath the bus behind the front bumper. Antenna shall be mounted to the rear of the driver's side window and be capable of extending above or lowering below the roofline of the bus.
- (95) REI HD5-600 digital (no substitutions) security video camera system equipped with a 500 GB (minimum) removable hard disk drive with two (2) REI color cameras with audio (6mm rear facing, 1.8mm entrance door facing above driver's seat) and a REI Output Module shall be installed in the bus. Camera system shall have a mid-mounted microphone. Camera mounting will be in compliance with state requirements. Hard drive cabinet will be mounted in a location where it is accessible to the driver, yet protected from damage or tampering. Specific mounting location and installation for all said components shall be approved by the customer.

- (96) Two-way communication radio will be installed in the bus. Radio will match the specifications, configuration and programming of those currently used by Fairfax County Public Schools. Detailed specifications will be made available to successful Offeror. The radio shall be mounted using security-type pin-center "torx" type hardware.

Model - Motorola APX4500 7/800 dash mount with options (no substitution). Please contact Tej Parikh , Motorola Senior Account Manager at (804) 495-7218 for the required options.

Transmit antenna - Antenna Specialists model ASP931(no substitution) with 20 ft. RG-58 A/U cable with right angle "N" male connector attached and mini-UHF connector loose, 806 - 894 MHz.

Handheld Microphone clip to be mounted on dash. Specific mounting location to be approved by customer.

- (97) All electrical connections shall be soldered (or equal). Weather-proof connectors, such as "Weather-Pak" connectors, are acceptable and desirable. Butt or Scotch-Lock connectors for splices shall NOT be used. Machine-crimped or ratchet-crimped connectors are acceptable. Connectors that are hand-crimped without a ratchet style tool are NOT acceptable.

Electrical wiring shall be color coded and circuit numbered with assigned color-number running the full length of each circuit.

"As Built" wiring diagrams shall be provided with each bus.

- (98) Accessory power strip in electrical panel with four (4) terminals, each fused at 20 amps; two (2) battery, two (2) ignition.
- (99) AVL unit installed with Synovia GPS kit including CalAmp model 4200 w/HSPA modem per the current AVL systems contract.

The GPS kit to be ordered not less than 60 days in advance from Synovia Solutions LLC. @ 317-208-1700, contact for order placement is Beverly Noblet. The GPS kit will be installed per instructions available upon request.

Installer will complete and return the installation form provided by Synovia in the GPS Kit to FCPS Lorton Center at 8101 Lorton Rd, Lorton, VA 22079 attn. Joseph Welborn.

Installation location shall be in one of the following locations as space permits:

- The bulk head
- Overhead radio compartment
- The channel above the driver's side window
- Under the dash panel, left of driver

The GPS CalAmp 4200 unit will not be located in any area that could be affected by weather conditions.

The antenna will be roof mounted above the left warning light eyebrow and the opening sealed.

Event Tap Points will include:

- Ignition (5-Amp Fuse)
- 12-Volt Power (5-Amp Fuse)
- Step Well Light
- 8-way Amber Lights
- 8-way Stop Lights or Stop Arm
- DVR event switch

Connections will be hard wired with non-removable connectors (Note: Scotch-Lock connectors or equivalent are prohibited). All components with the exception of the antenna, including wiring and antenna cables will be hidden from common view and accessible only by service personnel.

The installer will be provided access to application software and verify the installation before releasing vehicle into service.

- (100) Extended Warranty coverage: The bus manufacturer shall provide a five year warranty for the body, excluding items subject to damage from normal wear and tear such as seat and floor coverings, trim, and paint. If covered identical parts fail for identical reasons during the warranty period in more than 15% of the buses, the failure shall be considered a fleet wide defect, and the bus manufacturer shall promptly undertake a work program to prevent the occurrence of the failure in the remaining buses purchased under this contract; the work program shall include inspection and/or correction of the potential or defective parts. The program may be implemented through the bus manufacturer's standard warranty procedures or through special procedures created to handle this particular defect. Standard manufacturer's warranties and warranty procedures shall apply to the drive line components.

Warranty coverage period shall not begin until bus has been accepted and put into service.

- (101) Pilot Inspection Trip: The contractor shall provide, at his or her expense, a pilot inspection trip to the factory (when warranted by FCPS) for staff to inspect the first completed bus. Timing of the trip will be such that any production problems found can be corrected during the normal production process. Fairfax County employees (DVS) shall be included in the trip as well. The reason for this trip will be to find any problems with the first bus so they will not be built into the subsequent buses. Covered expenses shall include all transportation, lodging, and meals required by FCPS and Fairfax County employees for this trip. No overhead costs for the inspection trip will be built-in with any part of the bus specification or pricing.

- (102) Lists of "As Built" OEM part numbers in several categories would be very useful, and should be provided.

Engine items:

1. All filters (air, oil, fuel water separator)
2. All belts
3. Pulleys, including Idler
4. All hoses
5. Starter
6. Alternator
7. Water pump
8. Thermostat and gasket
9. Engine cooling fan assembly
10. Radiator

Chassis items:

1. Front and rear brake pads and rotors
2. Front and rear brake calipers and chambers
3. Wheel bearings (inner & outer, both front and rear)
4. All air valves
5. All exhaust system components (pipes, mufflers, catalysts, etc.)
6. Fuel tank

Body items:

1. All glass, including windshield, door glass, and windows
2. Heater cores
3. Heater motor and fan
4. Defroster motor and fan
5. Driver seat and seat belt
6. Driver accessory control switches, including door switch

- (103) Air Conditioning Requirements:

The system shall be a dual (split) type "free-blowing" system. Each system shall be completely separate, so that if one system should fail, the other system shall continue cooling. This is to include separate condensers, evaporators, and electrical controls.

The system shall cool the interior of the bus to 80 degrees (F), measured at a minimum of three (3) points, and located four feet (4') above the floor along the longitudinal centerline of the bus. The three points shall be (1) near the driver's location, (2) at the mid-point of the bus, and (3) two feet (2') forward of the back end of the bus aisle.

This test may be conducted outside in summer conditions of at least 85 degrees (F) and at least 50% humidity with normal sunlight, with the bus at normal manufacturer's

recommended idle speed. After one (1) hour of heat soaking, the system is to be turned on and the 80 degree temperature shall be attained within thirty (30) minutes.

Compressors:

The compressors shall be engine-driven.

The system shall be equipped with both a high pressure and a low pressure switch, so the compressor will not operate if outside of the recommended or safe levels.

The compressors shall be mounted in the safest area possible. Compressors shall NOT be mounted below the chassis frame rails. The compressors shall be a "TM-21" (min) and meet the previously-mentioned performance parameters.

Condensers:

The condensers shall be equipped with copper coils and aluminum fins.

Body-skirt mounting of the condensers is required. Condenser assemblies shall include permanent magnet, ball-bearing sealed motors for cooling fans, and case constructed of aluminum or other metal treated as specified for standard body sheet metal. All condensers mounted under bus body shall have three (3) electric fans with an opening in the body side-skirt covered by a metal grate (black finish) for ventilation.

Each system shall be equipped with a sight glass which is accessible and easily visible.

Condensers shall be shock-mounted to isolate them from excessive road shock. They shall be mounted forward of the rear wheels and protected from splashing of mud and water from the wheels and road.

Evaporators:

Evaporator/blower units shall be mounted in the rear and at the front of the bus. The front-mounted unit must provide for air to be directed at the driver. The front unit shall be of the in-dash mounted type.

All condensate shall, under all conditions, drain to the outside of the bus. There shall be no condensate drainage into the interior of the bus.

The evaporator/blower units shall be installed so that there are no injury-prone protrusions or sharp edges. This is to include any required ductwork.

The evaporators shall be copper-cored. Either copper or aluminum fins are acceptable.

Air-intake of evaporator/blower units shall be equipped with air filters that can be easily replaced without disassembly of the case.

Controls, Wiring, and Miscellaneous Hardware:

All system operating controls shall be accessible to the driver while he or she is seated.

Blowers shall have a minimum of two (2) speeds.

Wiring shall be copper, color-coded, and in a loom.

System shall be equipped with at least one re-settable main circuit breaker. System control circuits shall also have overload protection, but may be fused.

All wiring, hoses, and lines shall be routed, supported, and grommited to reduce wear from heat, vibration, and chafing.

Bus shall be equipped with a high-idle system that will automatically increase engine speed when the transmission is in neutral, parking brake is set, and the air conditioning system is on.

All flexible refrigerant lines shall be double braided. All slip-on type hose-to-fitting connections shall be equipped with stainless steel clamps.

The entire system shall be thermostatically-controlled, with thermostats located at the evaporator assemblies tied to the remote thermostat control at the driver's location.

Refrigerant shall be R134A.

Other requirements:

The total A/C system shall be fully warranted for a period of two (2) years. Including all parts and labor, with no limitation on the number of operating hours. WARRANTY COVERAGE PERIOD SHALL NOT BEGIN UNTIL BUS HAS BEEN ACCEPTED AND PUT INTO SERVICE. Warranty shall include, but not be limited to all mounting brackets, hardware, and any belts that either directly or indirectly drives the compressors. The air conditioning compressor application must be approved in writing by the engine manufactures stating that the installation will not void or reduce the engine manufacturer's warranty or extended service coverage liabilities in any way.

All items requiring periodic service must be readily accessible for servicing, including, but not limited to:

- Refrigerant service ports (both high and low pressure)
- Sight glasses – must be directly visible
- Receiver-dryer – accessible and not equipped with sweat-type fittings.
- Expansion valves
- Drive belts
- System fuses and circuit breakers
- Evaporator air filters
- All major component serial numbers must be readily visible

Six (6) copies of all parts and service manuals shall be provided. Manufactures online access is acceptable.

Parts and special tools – all parts and required special tools shall be readily available.

A list of suppliers shall be provided.

Suspension capacity and ground clearance – ground clearance at the lowest point of the air conditioning system shall be no lower than ground clearance of the bus at the step well. Axle weight rating shall be sufficient to provide the same ground clearance that would have been normally provided if the bus were not air conditioned.

The installed air conditioning system shall not reduce the compliance of the finished bus with any FMVSS standards.

DESIRED OPTIONS: (shall be priced separately)

- Option # 1 Onspot Automatic Snow Chains (installed)
- Option # 2 Driver's Overhead Storage Compartment
- Option # 3 42,000 BTU Webasto Heater mounted in outside storage compartment
- Option # 4 AGM Batteries (3), Odyssey 31-PC2150, 3450 CCA
- Option # 5 Automatic emergency braking system (collision avoidance)

PARTS

Original Equipment Manufacturer (OEM) Parts (school buses and school board owned vehicles):

Discount percentage from manufacturer list pricing

All parts prices/discounts shall be F.O.B Destination and shall include all charges imposed for fulfilling the order.

Delivery is required within two (2) business days for stock items ordered. Delivery for all non-stock and special order items will be agreed upon by the authorized representative and the vendor when the order is placed.

Fairfax County Public Schools (FCPS) and the Department of Vehicle Services (DVS) may authorize the vendor to expedite parts delivery (when warranted) by means of air freight, UPS, or other speedy delivery methods. Authorization will only be granted on an "exception" basis and FCPS and/or DVS will pay the cost of the special shipping.

SERVICES

Original Equipment Manufacturer (OEM) Service, Warranty Work (where applicable), Maintenance, & Repair - Including Parts (school buses and school board owned vehicles) as defined below:

OEM - Original Equipment Manufacturer that develops a product or component to the highest of standards.

Warranty (where applicable) - The repair or replacement of a product or component that develops a fault within a specified period or to redo work that was not performed to the customers satisfaction as it relates to school buses and school board owned vehicles.

Maintenance - OEM recommended maintenance procedures/intervals for inspecting, cleaning or replacing of various components to ensure school buses and school board owned vehicles are kept in good working order.

Labor Rate (per hr.) – Labor rate shall include all direct and indirect overhead costs including but not limited to general and administrative costs.

All Service, Warranty, Maintenance, and Repair work shall comply with the original equipment manufacturers (OEM) specifications, recommended service intervals, and warranties, taking into consideration the specific operational environment for which the vehicle operates.

All materials, parts, and workmanship provided by the vendor shall be of high standards and free from defects. Should materials, parts or workmanship fail within ninety (90) days or 4,000 miles (whichever occurs first), the vendor will at “no cost” rectify the defect and/or failure and ensure the repair meets the same high standards as the original work performed.

All Service, Warranty, Maintenance and Repair work will be performed at the vendors repair facility unless otherwise agreed upon by Fairfax County Public Schools (FCPS) and/or the Department of Vehicle Services (DVS).

Any “After Hours” breakdowns / emergencies that the vendor is responsible for will be deferred until the next business day and reported to the vendor during normal business hours and scheduled for repair.

The vendor shall maintain records for any Service, Warranty, Maintenance and Repair work performed on any school bus or school board owned vehicle and make such records available to Fairfax County Public Schools (FCPS) and/or the Department of Vehicle Services (DVS) upon request for a minimum of three (3) years from the date the services were performed.

Should the vendor be unable to provide any of the above services, in an acceptable period of time, Fairfax County Public Schools (FCPS) and/or the Department of Vehicle Services (DVS) reserves the right to utilize other sources to provide these services.



Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042

February 2, 2021

AMENDMENT NO. 3

CONTRACT TITLE: School Buses and Related Parts & Services

CONTRACTOR

SUPPLIER ID

CONTRACT NO.

Kingmor Supply, Inc.
6187 South Valley Pike
Mt. Crawford, VA 22841

1000009611

4400008995

By mutual agreement, Contract 4400008995 is amended to incorporate the following:

1. Change line item 1 on Pricing Schedule From \$111,250.00 To **\$113,100.00.**
2. Change line item 2 on Pricing Schedule From \$107,200.00 To **\$109,050.00.**
3. Add/Modify line item 9 on Pricing Schedule to exclude major assemblies.
4. Add/Modify line item 13 on Pricing Schedule to exclude Cummins and major assemblies.

All other prices, terms and conditions remain unchanged.

ACCEPTANCE:

BY: 1/28/21
 Signature Title

Floyd W. MORRIS JR. 1/28/21
 Printed Name Date

Michelle R. Pratt
Director

MRP/pac

DISTRIBUTION:

Contractor – Floyd Morris - floyd@kingmorsupply.com
FCPS – Facilities – Joey Welborn – jmwelborn@fcps.edu



Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042

AMENDMENT NO. 4

SEP 28 2023

CONTRACT TITLE: School Buses and Related Parts & Services

CONTRACTOR

SUPPLIER ID

CONTRACT NO.

Kingmor Supply, Inc.
6187 South Valley Pike
Mt. Crawford, VA 22841

1000009611

4400008995

By mutual agreement, Contract 4400008995 is renewed for one (1) year effective October 1, 2023 through September 30, 2024. This is the first renewal option of three.

All other prices, terms and conditions remain unchanged.

ACCEPTANCE:

BY: Floyd W Morris, Jr. President
Signature Title

Floyd W Morris, Jr. September 12, 2023
Printed Name Date

Michelle Pratt
Michelle R. Pratt
Director

MRP/pac

DISTRIBUTION:

Contractor – Floyd Morris - floyd@kingmorsupply.com
FCPS – Facilities – Ward Cash – wicash@fcps.edu

FD
9/28/23



NOTE: Fairfax County Public Schools conducts all procurement activities in accordance with delegated authority from the Purchasing Agent of Fairfax County Government. Bids and proposals in response to FCPS solicitations must be delivered to the address above on or before the date and time stipulated in the solicitation.

RFP 2000002611

School Buses and Related Parts & Services

PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be held on July 31, 2018 at 10:00 a.m. at Fairfax County Public Schools, 8115 Gatehouse Road, Conference Room 4111, Falls Church, Virginia 22042-1203. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

All questions pertaining to this RFP should be submitted in writing to the contract administrator at AREvans@fcps.edu no later than August 13, 2018 at 2:00 p.m. Eastern Time.



Office of Procurement Services
 8115 Gatehouse Road, Suite 4400
 Falls Church, VA 22042

ISSUE DATE: 7/16/2018	REQUEST FOR PROPOSAL NUMBER: 2000002611	TITLE: School Buses, Parts, and Related Services
DEPARTMENT: Transportation	DUE DATE/TIME: 8/17/2018, 2:00 p.m.	CONTRACT ADMINISTRATOR: Asya R. Evans AREvans@fcps.edu

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

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

NAME AND ADDRESS OF FIRM: _____ Telephone/Fax No.: _____
 _____ E-Mail Address: _____
 _____ Federal Employer Identification No: _____
 _____ **OR** _____
 _____ Federal Social Security No. _____
 _____ (Sole Proprietor) _____
 _____ Prompt Payment Discount: ___% for payment within
 _____ ___ days/net ___ days
 _____ State Corporation Commission
 _____ (SCC) Identification No. _____

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

BUSINESS CLASSIFICATION – Described in Appendix B - CHECK ONE: LARGE (Y) SMALL (B)
 MINORITY-OWNED SMALL (X) MINORITY OWNED LARGE (V) WOMEN-OWNED SMALL (C)
 WOMEN OWNED LARGE (A) NON PROFIT (9)
 CHECK ONE: INDIVIDUAL PARTNERSHIP CORPORATION

Vendor Legally Authorized Signature _____ Date _____

Print Name and Title _____

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Director of the Office of Procurement Services at 8115 Gatehouse Road, Suite 4400, Falls Church, VA 22042-1203 until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



SPECIAL PROVISIONS

1. **SCOPE OF SERVICES:**

- 1.1. The purpose of this Request for Proposal is to solicit sealed proposals to establish a contract or contracts through competitive negotiation for the provision of School Buses and related parts and services by Fairfax County Public Schools and County of Fairfax, Virginia.

2. **PRE-PROPOSAL CONFERENCE:**

- 2.1. An optional pre-proposal conference will be held on July 31, 2018 at 10:00 A.M. in the Fairfax County Public Schools Gatehouse Administration Center I, Room 4111, 8115 Gatehouse Road, Falls Church, Virginia 22042-1203. To request reasonable ADA accommodations, call the Office of Equity and Employee Relations at 571-423-3070, HRequity&employeerelations@fcps.edu or TRS at 711. Please allow seven (7) working days in advance of the event to make the necessary arrangements.
- 2.2. The purpose of the pre-proposal conference is to give potential offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Offerors may submit any questions pertaining to the RFP, in writing, prior to the pre-proposal conference to Asya Evans, AREvans@fcps.edu.

3. **CONTRACT PERIOD AND RENEWAL:**

- 3.1. This contract will begin on the date of award and terminate on September 30, 2023.
- 3.2. Automatic contract renewals are prohibited. This contract may be renewed at the expiration of its term by agreement of both parties. Contract renewals must be authorized by and coordinated through the Office of Procurement Services. FCPS reserves the right to renew the contract for three (3) additional one-year periods.
- 3.3. Notice of intent to renew will be given to the Contractor in writing by the Office of Procurement Services, normally 60 days before the expiration date of the current contract. (This notice shall not be deemed to commit the County to a contract renewal.)
- 3.4. The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

SPECIAL PROVISIONS**4. BACKGROUND:**

- 4.1. FCPS has one of the largest publicly owned and operated bus fleets in the country. There are currently 6,800 separate bus routes using a fleet of up to 1,630 school buses. FCPS School Board has a policy which states that buses should be replaced after 15 years of service. Funding limitations, however, have made it difficult to implement this policy. The Operating Budget for 2017-18 is \$2.8 billion and includes approximately 24,600 full time employees. Bus transportation is provided across 395 square miles for approximately 140,000 students to 234 schools and centers. Also, bus transportation provides support for a myriad of special programs from gifted and magnet programs to alternative learning, SOL (Virginia State Standards of Learning), and various special needs.
- 4.2. The FCPS Office of Transportation Services provides effective service and supports the educational programs and objectives established by local, state, and federal regulations and policies. The Office of Transportation Services is responsible for the safe, efficient, and economical transportation of students to and from school daily. The FCPS pupil transportation system currently operates on a tiered bell schedule, with each bus usually serving 4 school routes daily.

5. TASKS TO BE PERFORMED:

- 5.1. Qualified offerors are encouraged to submit a proposal for school buses, parts, and accessories.
- 5.2. All proposed solutions must adhere to the requirements specified in Attachment A, "Technical Specifications".
- 5.3. Contractor(s) shall provide non-warranty parts.
- 5.4. Contractor(s) shall have available to the County a dedicated bus repair facility within 30 miles of the Fairfax county line (See Paragraph 11.4 b.2) for details).
- 5.5. Contractor(s) shall provide a Total Cost of Ownership analysis to include, but not be limited to:
 - a. Demonstration of product's superior fuel consumption
 - b. Demonstration of accessibility to engine and fluid compartments
 - c. Provision of product development documentation to FCPS technicians
 - d. Evidence of optimum bus construction and high quality components that guarantee reliability and durability
 - e. Description of warranty coverage and period
 - f. Manufacturer recommended maintenance schedule

6. SAMPLES:

- 6.1. To assist Selection Advisory Committee (SAC) and Technical Advisory Committee (TAC) in evaluating drivability and the construction and components of the materials which make-up the bus body and parts (maintainability), the offerors shall supply 1 full-scale model of each school bus with specifications as close to the technical specifications of Item No. 1 & 2 defined in this RFP. Offerors should be aware of the possibility of these samples being test driven by County employees.

SPECIAL PROVISIONS

- 6.2. The offeror must be prepared to deliver a sample bus fourteen (14) days after notification to provide a sample to the following facilities:

West Ox Maintenance Facility	-AND-	Newington Maintenance Facility
4620 West Ox Road		6900 Newington Road
Fairfax, VA 22035		Lorton, VA 22079

Please contact Asya Evans, Contract Administrator, AREvans@fcps.edu to arrange delivery of the samples.

- 6.3. Final delivery dates will be discussed and determined at the Pre-Proposal Conference.
- 6.4. Samples shall remain with the County for a maximum of 5 days. Offerors shall arrange for the pick-up of the samples.

7. **PILOT INSPECTION:**

- 7.1. Prior to delivery for each model year's buses, a team of individuals from both the FCPS Office of Transportation Services and the Fairfax County Department of Vehicle Services will conduct a pilot inspection to evaluate the first production model. Pilot inspection will include testing and evaluating the first production item for conformance with specified contract requirements before or in the initial stage of production (This will allow time for changes or adjustments to be made before production and ensure compliance prior to delivery). For the purposes of this solicitation, pilot inspection shall refer to an initial production sample of each equipment model awarded.
- 7.2. The Contractor(s) will give FCPS and Fairfax County sufficient notice of pilot inspection schedule so that the appropriate team of individuals will be able to participate in, and conduct the pilot inspection.
- 7.3. The Contractor(s) will be responsible for providing transportation and all associated travel related costs during the pilot inspection. Additionally, if the contractor(s) fails to pass the pilot inspection and subsequent inspections are required, the contractor(s) will be responsible for all transportation and travel-related costs for FCPS and Fairfax County personnel on return trips. (Reference: Technical Specifications Item No. 1 paragraph 98 & Item No. 2 paragraph 101.)

8. **APPROXIMATIONS:**

- 8.1. Any specification with an approximate measurement may be deemed acceptable if within 5% plus or minus the specified measurement.

9. **CERTIFICATE OF ORIGIN**

- 9.1. The Certificate of Origin for the vehicle on this solicitation shall be made out as follows and must accompany delivery of the vehicle:

Fairfax County School Board
8115 Gatehouse Road
Falls Church, VA 22042-1203

SPECIAL PROVISIONS

10. **CUSTOMER SERVICE:**

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

11. **TECHNICAL PROPOSAL INSTRUCTIONS:**

11.1. The offeror must submit the Technical Proposal in a separate binder containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein.

11.2. THE TECHNICAL PROPOSAL SHALL CONTAIN NO PRICING INFORMATION.

11.3. The personnel named in the technical proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the county Purchasing Agent.

11.4. The required proposal sections are:

SECTION 1: COVER LETTER

a. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers.

SECTION 2: UNDERSTANDING OF THE PROBLEM AND TECHNICAL APPROACH

- a. Statement and discussion of the requirements as they are analyzed by the offeror.
- b. Offeror's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving project objectives.
 - 1) Maximum delivery times for buses and parts must be identified
 - 2)
 - 3) Offeror shall provide address(es) of their local dedicated bus repair facilities. If the offeror does not currently have a dedicated bus repair facility within 30 miles of the Fairfax County line, Offeror shall provide their intent and methodology to establish a local repair facility within a reasonable period of time. Determination of reasonable period of time shall be made by Fairfax County Public Schools.
- c. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the proposed approaches and program.
- d. Warranties. The Offeror shall provide all warranties as they apply to proposed equipment and expected service time. A warranty breakdown of various components and the service life of each component should be addressed. (Reference Item No. 1 Paragraph 97 & Item No. 2 Paragraph 100)

SPECIAL PROVISIONS

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

SECTION 3: PRELIMINARY WORK PLAN

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

SECTION 4: TREATMENT OF THE ISSUES

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

SECTION 5: STATEMENT OF QUALIFICATIONS

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

1) Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.

2) References: Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers for such reference.

3) Personnel: Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.

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

SPECIAL PROVISIONS

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

5) Financial Statements: The offeror shall provide an income statement and balance sheet from the most recent reporting period.

SECTION 6: DESIRED OPTIONS

- a. Offerors who are proposing the Desired Options outlined in the Specifications of this document shall individually identify each desired feature in the Proposal. For the purposes of this solicitation, Options are defined as equipment, capacities, performance enhancements, ease-of-use, and other measurable criteria that exceed mandatory requirements (Standard Specifications) set forth in this solicitation.

12. CONTACT FOR COMMUNICATION

- 12.1. The Contractor's staff must be available for consultation with County staff on an as-needed basis between 8:00 AM and 5:00 PM, Monday through Friday.

13. COST PROPOSAL INSTRUCTIONS:

- 13.1. The offeror must submit a cost proposal in a separate binder fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee (see Price Summary Sheet – Appendix B). The following information should be submitted as part of the cost proposal:

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

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

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

SPECIAL PROVISIONS**14. PRICING:**

- 14.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days of the contract term. Changes in cost for any subsequent contract years will be based on the Producer Price Index (PPI) for Motor Vehicles and Equipment, Table 3, Commodity Code 14-1. Changes in cost for subsequent yearly contract renewals will be negotiated and mutually agreed based on revised specification, bus order quantities, and the Producer Price Index (PPI)
- 14.2. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).
- 14.3. Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors. (Appendix A)

15. TRADE SECRETS/PROPRIETARY INFORMATION:

- 15.1. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials. (Reference Appendix B)
- 15.2. The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the offeror.

16. CONTACT FOR CONTRACTUAL MATTERS:

- 16.1. All communications and requests for information and clarifications shall be directed to the following procurement official:

Asya R. Evans
Fairfax County Public Schools
Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
Telephone: 571-423-3585
Email: AREvans@fcps.edu

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

17. REQUIRED SUBMITTALS:

SPECIAL PROVISIONS

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

18. SUBMISSION OF PROPOSAL:

- 18.1. One (1) original (duly marked) and five (5) copies of the Technical proposal, and one (1) original (duly marked) and five (5) copies of the Cost proposal (Appendix B) shall be delivered to the following address in sealed envelopes or packages with the proposal number, title and the offerors name and address on the outside. Additionally, it is requested that one (1) copy of the proposal be provided in a USB drive format (separate USB drives for the Technical and Cost Proposals). The Offeror must include a notarized statement that each USB drive is a true copy of the printed version. Electronically stamped delivery receipts are available.

Department of Financial Services
Office of Procurement Services
8115 Gatehouse Road
Suite 4400
Falls Church, VA 22042-1203
Telephone: 571-423-3550

- 18.2. Offerors are reminded that changes to the request for proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the due date of the solicitation. All addenda **MUST** be signed and submitted to the Office of Procurement Services, 8115 Gatehouse road, Suite 4400, Falls Church, VA 22042-1203 before the due date/time or must accompany the proposal. Notice of addenda will be posted on [eVA](#) and the DPSM current solicitation webpage <https://www.fairfaxcounty.gov/solicitation/>. It is the Offeror's responsibility to monitor the web pages for the most current addenda.
- 18.3. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
- 18.4. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages the use of recycled paper, therefore it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
- 18.5. Each original and set of the five (5) copies of the proposal shall consist of:
- a. Cover sheet (DPSM32)
 - b. Technical proposal as required in the Special Provisions, paragraph 11, **TECHNICAL PROPOSAL INSTRUCTIONS**.
 - c. Cost proposal as required in the Special Provisions paragraph 13, **COST PROPOSAL INSTRUCTIONS**. (Appendix B should be included in the Cost proposal).

SPECIAL PROVISIONS

- 18.6. By executing the cover sheet (DPSM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

19. VIRGINIA FREEDOM OF INFORMATION ACT

- 19.1. Except as provided, once an award is announced, all proposals/bids submitted to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a completed summary page is supplied (Appendix B) that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (USB) with the trade secrets and/or proprietary information redacted. If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.

20. LATE PROPOSALS:

- 20.1. Proposals received in the Office of Procurement Services after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror.

21. PERIOD THAT PROPOSALS REMAIN VALID:

- 21.1. Proposals will remain valid for a period of one-hundred and twenty days (120) calendar days after the date specified for receipt of proposals.

22. BASIS FOR AWARD:

- 22.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.
- 22.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.
- 22.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in 17.1 above. Failure to comply with this directive may, at the sole discretion of the County result in the disqualification of an offeror from the procurement process.

SPECIAL PROVISIONS

- 22.4. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- 22.5. Should the County determine in writing and at its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and School Board, if appropriate, prior to actual award of contract.
- 22.6. Proposal Evaluation Criteria

The following factors will be considered in the award of this contract:

Criteria	Weight (points)
Qualification of firm with appropriately qualified and experienced personnel	10
Depth of response to the Special Provisions, Section 5, TASKS TO BE PERFORMED	20
Depth of response to Special Provisions, Section 11, TECHNICAL PROPOSAL INSTRUCTIONS	20
Drivability of Bus(es). Includes driver evaluation of buses	10
Maintainability of Bus(es). Includes mechanic evaluation of buses	10
Details of the approach and methodology of program	10
Reasonableness of cost proposals	20

- 22.7. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 22.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

SPECIAL PROVISIONS

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

23. CONTRACT INSURANCE PROVISIONS:

- 23.1. The Contractor shall be 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.
- 23.2. The Contractor shall, during the continuance of all work under the contract maintain the following insurance:
- a. Workers' Compensation and Employer's Liability insurance limits of not less than \$100,000 to protect the contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 - b. Commercial General Liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate including contractual liability, personal and advertising injury, and products and completed operations coverage. Completed operations liability endorsement shall continue in force for three years following completion of the contract.
 - c. Owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, include 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 a standard Automobile Liability policy, or a Comprehensive General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
 - d. Professional Liability/Errors and Omissions coverage responding to Contractor's errors, acts or omissions in the amount of \$1,000,000 per claim and in the aggregate.

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- 23.3. Fairfax County Public Schools, the Fairfax County School Board, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess"
- 23.4. Indemnification: Article 63 of the General Conditions and Instruction to Bidders (Appendix A) shall apply.
- 23.5. Additional Requirements
- a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
 - b. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from the requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
 - c. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
 - d. The contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein.
 - e. The contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to FCPS on demand.
 - f. The contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the FCPS. These certified copies will be sent to the FCPS from the contractor's insurance agent or representative.
 - 1) No change, cancellation, or non-renewal shall be made in any insurance coverage without a 45 day written notice to the FCPS. The contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
 - 2) 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.
 - 3) Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.

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4) Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the FCPS. The Contractor shall be as fully responsible to the FCPS for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of person directly employed by it.

5) Precaution shall be exercised at all times for the protection of persons (including employees) and property.

6) The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this Contract.

7) If the Contractor delivers services from a County leased facility, the Contractor is required to carry property insurance on all equipment, to include County owned installed and maintained equipment used by the Contractor while in their care, custody and control for use under this contract.

g. Liability Insurance "Claims Made" basis:

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. The Contractor must either:

1) 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

2) 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.

24. METHOD OF ORDERING:

24.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards. The method of payment is at the discretion of the County at no additional surcharges will be accepted for the use of the procurement card.

24.2. A Purchase Order (PO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.

24.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement Card is currently a Master Card. Contractors are encouraged to accept this method of receiving orders.

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- 24.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 24.5. 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.

25. REPORTS AND INVOICING:

- 25.1. Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report.
- 25.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
- a. Employee name;
 - b. The name of the County department;
 - c. Date of services
 - d. The type of services; and,
 - e. The itemized cost for each item/service.
- 25.3. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 19.2, a-e. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

26. PAYMENTS:

- 26.1. The County will pay the Contractor based upon completion, acceptance, and approval by the County of each task outlined in the Special Provisions, paragraph 5, **TASKS TO BE PERFORMED.**

27. CHANGES:

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

SPECIAL PROVISIONS**28. DELAYS AND SUSPENSIONS:**

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

29. ACCESS TO AND INSPECTION OF WORK:

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

30. PROJECT AUDITS:

- 30.1. The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the contractor under the following conditions:
- a. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;
 - b. In the event of a disagreement between the contractor and the County on the amount due the Contractor under the terms of this contract;
 - c. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,
 - d. If it becomes necessary to determine the County's rights and the contractor's obligations under the contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.
- 30.2. These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.

SPECIAL PROVISIONS

- 30.3. Unless otherwise provided by applicable statute, the contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.
- 30.4. Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.
- 30.5. Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

31. DATA SOURCES:

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

32. SAFEGUARDS OF INFORMATION:

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

33. ORDER OF PRECEDENCE:

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

34. SUBCONTRACTING:

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

SPECIAL PROVISIONS**35. USE OF CONTRACT BY OTHER PUBLIC BODIES:**

- 35.1. Reference Paragraph 75, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the resultant contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to another public body will have no effect on consideration of your offer. (See Appendix B for sample listing).
- 35.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 35.3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 35.4. Each public body shall execute a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 35.5. Fairfax County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

36. NEWS RELEASE BY VENDORS:

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

37. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 37.1. 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.

- 37.2. 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 Office of Equity and Employee Relations at 571-423-3070, HRequity&empolyeerelations@fcps.edu or TRS at 711. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

SPECIAL PROVISIONS**38. HIPAA COMPLIANCE:**

- 38.1. Fairfax County Government has designated certain health care components as covered by the Health Insurance Portability and Accountability Act of 1996. The successful vendor may be designated a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board, upon award of contract. The successful vendor shall be required to execute a Fairfax County Business Associate Agreement and must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of that agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Va Code – Title 32.1, Health, § 32.1-1 et seq. The vendor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.
- 38.2. Further information regarding HIPAA Compliance is available on the County's website at <http://www.fairfaxcounty.gov/HIPAA>.

39. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

- 39.1. 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.

40. BACKGROUND CRIMINAL INVESTIGATION/IDENTIFICATION:

- 40.1. By the signature of its authorized official on the response to this solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will have direct contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Contractor agrees to remove from the contract any employee, agent or subcontractor who has been determined by the School Board to be disqualified from service due to such convictions or the failure to truthfully report such convictions.
- 40.2. The Contractor shall immediately notify the FCPS contract administrator if any Contractor or employee of said Contractor providing services under the contract is arrested or indicted as a defendant in Virginia or any other jurisdiction. FCPS reserves the right to require that the employee be suspended from working on the contract until the charge(s) is adjudicated. This requirement does not apply to minor traffic violations, not requiring the appearance of the employee in court, unless the charge includes the illegal possession, distribution, use or influence of drugs or alcohol.
- 40.3. Due to enhanced security measures, Contractor employees/representatives are required to have photo identification and be able to present same upon request. Contractor employees/representatives shall report to the appropriate administrative and/or main office each time a site is visited. **All Contractor employees will be required to wear a company picture**

SPECIAL PROVISIONS

ID badge, or temporary name tag, issued by the County, clearly visible above the waist.
Contractor employees/representatives who arrive at the County/School facility without appropriate identification badges will immediately be dismissed from the job site.

40.4. Failure to comply with the above requirements may result in termination of the contract.

TECHNICAL SPECIFICATIONS

A. ITEM NO. 1- Lot 1 STANDARD SPECIFICATIONS:

Seventy-seven (77) Passenger Type C Air Conditioned, Conventional Engine School Bus conforming to Virginia School Bus Specifications as published by the Virginia Department of Education (VDOE) and meeting the specifications below:

- (1) Bus shall be configured with “high headroom” option (78”).
- (2) Windshield wipers shall be equipped with the intermittent feature. Windshield washer shall have adjustable nozzles.
- (3) Split sash and rear windows shall be furnished with maximum tinting as approved by the State of Virginia. Glazing shall be AS-2 glass (min). Split sash windows shall be capable of opening to a 12” height and have a natural “aluminum” finish.
- (4) Bus shall have two (2) K/O windows on each side in compliance with FMVSS 217.
- (5) All seats shall be gray upholstery. There will be 26 passenger seats. All seat frames will be “seatbelt-ready”, equipped with a forward-hinged seat bottom (with latching device), and have interchangeable seatbacks to allow for retrofitting to a 3-point seatbelt or integrated child seat.
 - Seat frame reinforcements shall not contain pop rivets. All seat frames shall meet strength requirements of FMVSS 222.
- (6) The first row seat on the left side of the bus (one seat total) shall be a C.E. White model CR11 seat equipped with two (2) built-in child seats and two (2) LATCH (Lower Anchors and Tethers for Children) positions.
- (7) The first row seat on the right side of the bus (one seat total) shall be equipped with three (3) lap/shoulder retracting passenger restraining seatbelts with a minimum of two (2) LATCH (Lower Anchors and Tethers for Children) positions on the seat with the following feature:
 - Lightweight buckles and latching mechanism
 - Push-button release
- (8) The barrier behind driver’s seat shall be equipped with a barrier cover with two pouches to be used to store driver’s notebook, etc. These pouches shall be parallel and extend across the barrier cover. The upper pouch shall be at least 26" wide and 13" high. The lower pouch shall be at least 26" wide and 8" high. Each pouch shall be at least 1" deep, and shall have two or three Velcro closures across the top opening.

This barrier cover shall be made of upholstery material, and shall be the same color as the upholstery material in the rest of the bus. They shall fit neatly and snugly on the barrier cover, without wrinkling or sagging.
- (9) All vinyl lettering shall be 3M premium vinyl lettering (or equal) with an expected performance life of 7 years (min).

Attachment A – Technical Specifications

- (10) Seat numbers shall be applied to the bulkhead, above the windows, 2" in height. The seat numbers shall consist of the seat number, odd numbers on the left-hand (road side) of the bus, and even numbers on the right-hand (curb side) of the bus. For example, the seat behind the driver would be numbered "1", and the seat across the aisle from it on the right-hand side would be numbered "2".
- (11) Sun shield mounted on double brackets, with arms at either end, so as not to interfere with rear-view mirrors.
- (12) Interior shall be painted light gray. Floor covering shall be Koroseal medium gray (or equal). Aluminized, textured metal, scuff-resistant, lower interior panel (bottom of windows to seat rail). There shall be no sharp or unfinished edges.
- (13) Sub floor of bus shall be made of marine-grade plywood (min 5/8") or approved material to both reduce interior noise and minimize potential for water damage. If a center-aisle "runner" is used that is a separate piece from the flooring that is used under the seats, each seam formed where the edge of the runner meets the pieces of flooring under the seats shall be sealed with a wide bead of silicone sealant and then covered with an aluminum trim strip that is screwed to the floor. This is to reduce the chance of water getting underneath the floor covering.
- (14) All areas beneath floor are to be rust-proofed. This can be accomplished with rustproof coating, galvanization, rustproof materials, or a combination of these.
- (15) Step treads shall be Koroseal pebble top with ribbed white nosing (or equal).
- (16) State-approved fire blocking seating Gencorp PreVaill (or equal) and flooring material throughout the bus.
- (17) A locking device for the driver's window shall be installed. The locking device shall prohibit the window from being opened from the outside with a knife or credit card.
- (18) Front entrance door shall have an electronic security key locking system approved by the state and be equipped with a vandal lock system. Manual door release shall be located to the left of the entrance door on the exterior of the bus (behind a keyed (CH545) door).
- (19) Front entrance door frame opening shall have a minimum width of 34" continuous top to bottom. Door shall be equipped with an outside handle to allow for easy opening when the "vandal lock" has been released. Handle shall be at a height to be easily opened by a person of short-to-average height (5' 5" max). Handle shall be mounted so that, when the door is open, it is not within the path of passengers getting into the bus. A handle design that would "catch" clothing or drawstrings on clothing is not acceptable.
- (20) All locks in all buses shall be keyed alike, three (3) keys shall be delivered with each bus. Key code CH545 shall be used throughout bus unless specifically approved by Fairfax County Public Schools. Rear emergency door shall be lockable via Vandal lock system.
- (21) The driver's main door control switch shall be a toggle-type and not a turn-type.

Attachment A – Technical Specifications

- (22) Rear emergency door shall have safety glass (AS-2) in lower portion with protective metal guard (light gray). Operating instructions shall be located on the inside of the door per FMVSS 217.
- (23) Side skirts of bus shall be as low to the ground as possible. The long side skirting shall extend as far behind the rear wheels and forward of the front wheels as possible. However, the skirting should not extend so far as to cause dragging or “bottoming-out”.
- (24) Storage compartment (exterior) - two (2) of similar size (approx.13” x 15” x 25”) and strength requirements as the battery box shall be provided. Specific location shall be approved by customer.

Storage compartments shall be lockable (CH545); one (1) lock (min) for forward-hinged door.

The wording “EMERGENCY REFLECTORS” shall be located on the curb side storage compartment door. The lettering shall be in 1/2” lettering applied with 3M premium vinyl lettering (or equal).

- (25) Stainless steel grab handles shall be mounted on both sides of the service-door entryway. The hand-rail on the right-hand side of the step well shall extend all the way to the bottom step. They shall be supported at the extreme ends, without overhangs. A design that would “catch” clothing or drawstrings on clothing is not acceptable.
- (26) Soundproofing material shall be installed in the body/firewall area to reduce noise in driver’s area to no more than 78 dba (max) at 35 mph.
- (27) Ceiling sheets of entire bus shall be made of acoustical noise dampening material.
- (28) Mirrors: two (2) front Quadra-spherical cross-over mirrors (supported to minimize vibration) shall be mounted on rear-view mirror brackets. Exterior rear-view mirrors (right and left) to have both flat mirror and convex mirror in same frame, Rosco Eurostyle (or equal). All mirrors shall be heated. The rear view mirrors shall be equipped with both remote-control and “break-away” features. Right-hand rear view mirror is to be equipped with break-away side bracing to minimize vibration.

View of mirrors shall not be blocked by any part of bus. Locations and mounting shall be state approved. All mirrors shall meet the latest state and federal standards, including FMVSS 111.

- (29) Front heater and defroster shall be in compliance with Virginia state requirements. Front heater shall be capable of producing at least 90,000 BTU. The driver’s area shall have a heater vent as low as possible directed at the driver’s feet and a “heater vent shield” (deflector kit) to keep heat off of the driver’s leg (near seat bottom) while seated in the driver’s seat. Two (2) (min) defroster outlets are required, one to the left of the driver, and one to the right, capable of keeping the windshield and door clear.
- (30) Rear auxiliary coolant-heated heater, producing at least 50,000 BTU, installed on floor with a protective guard to prevent passengers from hitting heater assembly. A flush-mounted heater is acceptable.

Attachment A – Technical Specifications

Mid mounted auxiliary coolant-heated heater, producing at least 50,000 BTU, installed on floor with a protective guard to prevent passengers from hitting heater assembly. A flush-mounted heater is acceptable.

Stepwell auxiliary coolant-heated heater producing at least 50,000 BTU, installed on floor with a protective guard to prevent passengers from hitting heater assembly. In-dash or flush-mounted heater is acceptable.

Specific mounting location(s) shall be approved by customer.

One (1) brass booster pump is required for rear and mid mounted auxiliary heating system.

- (31) The heater valves shall be located so that the driver may reach them easily, without having to get underneath the bus. The heater valve may be located behind a fuel type door for easy access. The heater valves shall be ¼-turn ball-type valves, made of brass.
- (32) Auxiliary fan: two (2), metal, 6.5" round, black finish, mounted above windshield. One (1) mounted to the left of the center post and one (1) mounted to the far right near the entrance door with 2-speed switch in panel.
- (33) Air Conditioning – Bus shall be air conditioned. The inside units shall be mounted in-wall on the forward and rear headers. The front and rear units shall not protrude significantly into the passenger area. The provided system shall meet all requirements stipulated by the State of Florida School Bus Air Conditioning Specifications. These requirements are paraphrased at the end of this document.
- (34) Mud flaps for front and rear wheels are required, with adequate clearance for tire chains on the rear wheels.
- (35) If any portion of the rear tires extends out beyond the body of the bus, "fenderettes" shall be installed, so that splashing from the rear tires will be reduced.
- (36) ECCO model # SA-917-87 (or equal) backup warning system, variable volume, beep-beep type, activated when bus is shifted into reverse.
- (37) The word "DIESEL" shall be adjacent to the fuel door. Two inch lettering shall be applied with 3M premium vinyl lettering (or equal).
- (38) State approved electric stop arm, with LED strobe lights, and crossing arm are required. The entire surface of both sides of stop signal arm shall be reflectorized with Type III retro-reflectorized material in accordance with FMVSS 131. The wiring shall be routed so that it shall not interfere with the operation of the stop arm. Arm of crossing guard shall be of fiberglass type, painted yellow. Crossing guard shall be of electro-magnetic locking style. This shall be wired so that the electro-magnet is NOT actuated when the ignition is off.
- (39) Tire chains, for the rear tires. One (1) set per bus is required.
- (40) Chock block: one (1) pressure treated timber (4" x 6" x 2 ft.) tapered on one end and 12" length of chain on the other (non-tapered end) for installing tire chains.
- (41) Padded head bumpers are required over the entrance and all emergency doors.

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- (42) Body marker lights shall be controlled by chassis headlight switch.
- (43) Bus shall be equipped with day-time running lights. They shall be wired so that they are powered only when the ignition switch is in the “on” position.
- (44) “SoundOff Signal” LED lights (no substitutions) shall be used for any and all outside lamps for which their use has been approved in Virginia. This shall include LED strobe traffic lights.
- All LED lights provided shall have hard-coated lenses to avoid scratching.
 - All LED lights provided shall be equipped with transient voltage spike protective circuitry.
 - All LED lights provided must be mounted such that cracking of the housings is avoided. Lights with cracked and leaking housings will be replaced by the bus vendor as a warranty issue.
 - The epoxy coating used in any white LED lights shall be constituted such that UV-induced clouding is minimized.
- (45) The lenses of all lamps should be screw-secured, instead of being “snap-on”. This is to reduce their falling off. The outer surfaces of the lenses should be smooth in order to reduce dirt buildup. Grommet mounting is acceptable.
- (46) The bus shall have a directional light on each side of the front cowling (below the windshield) of the same size (7” round) and type as the rear turn signals and be mounted on the same horizontal line.
- (47) The traffic-warning lights are to be able to be actuated by a dashboard-mounted switch. The lights should be able to be actuated whether or not the door is open.
- (48) There are to be two step well lights, one on the right-hand side and one on the left-hand side of the step well. They shall come on whenever the door is opened, independent of the dome lights.
- (49) Bus shall be equipped with a state approved top-mounted strobe light approximately 4.25” in height, ECCO 6710c (or equal). Light shall be installed over centerline of rear axle. If this cannot be accomplished, due to placement of roof hatch cover, the strobe light shall be placed so that it is no less than 36” from the back of the bus. Strobe light shall be a self-contained unit per Virginia State regulations.
- Strobe light shall be controlled by a separate switch, located on the driver’s control panel. Control switch shall be pilot-lamp type, so that when the strobe is operating, the switch is illuminated.
- (50) Deluxe driver dome light (map light) required, flush mounted in light bar above driver, with separate switch on control panel.
- (51) All switches shall be heavy-duty. All switches shall be mounted either on the dashboard or on a side switch panel and be pilot-lamp type (where applicable). There shall be no overhead-mounted switches.

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- (52) The bus shall be equipped with a master electrical disconnect switch so that the driver can disconnect all electrical power in the bus. The master electrical switch shall be weather resistant and located in the battery box (or other approved location).
- (53) The bus shall be equipped with a fire alarm consisting of an audible tone and visual light in the dash area. This tone should be different than any other audible tone on the bus. The fire alarm shall have one (1) sensor in the engine compartment and one (1) sensor in the driver's side electrical compartment to alert the driver of a fire or extreme temperature in those areas of the bus.
- (54) Driver's seat shall be a Seats Inc., Magnum 100, series 222, grey, with cloth insert, deluxe hi-back air seat with two armrests (or equal). Left arm rest can be mounted on left side panel. Three-point seat belt for driver is required. The belt must be adjustable to accommodate a wide range of drivers' sizes. Seat shall meet strength requirement of FMVSS 222.
- (55) Driver's seatbelt shall be high visible orange in color. Seat belt warning light (flashing) indicator and audible alarm to remind driver to fasten seat belt.
- (56) Cup holder(s) shall be within reach of driver's seat.
- (57) Body fluid clean-up kit and first aid kit, both in metal boxes. Boxes shall be at least 7½" wide by 5½ high x 2¼" deep. They shall be mounted on the front overhead panel. The five-pound ABC fire extinguisher will be mounted near the driver's area. The emergency triangular reflective kit shall be mounted in the curbside exterior storage compartment. Specific mounting location(s) for all items shall be approved by customer.
- (58) A plastic seat-belt webbing cutter EZ-On Products # 1004 (or equal) shall be provided. Knife shall be mounted in a holster located to the left of the driver's leg in such a manner that it is easily accessible in an emergency. Velcro shall not be used for mounting the holster.
- (59) Bus shall be equipped with two (2) low profile roof hatches, Specialty Products, Transpec, (or approved equal). Each hatch shall be equipped with an outside handle, and shall be wired to the emergency door buzzer system. Hatch shall NOT be equipped with "flip-up" screened vent, but shall be able to be tilted open in forward or rearward position to allow for ventilation.
- (60) Roof of bus shall be painted white, in accordance with state specifications. Corners of white-painted portion shall be rounded in "saddle" style.

Vendor shall apply bus numbers in accordance with Virginia state specifications. Additionally, bus numbers shall be on the roof using four (4) 12" characters, 1" wide (min). Numbers shall begin just behind the front door, and shall be parallel with the major axis of the bus. Numbers shall be applied with vinyl lettering, 3M premium vinyl lettering (or equal).

Customer shall provide list of bus numbers to vendor upon request.

- (61) Retro-reflective tape on side, rear, and top of bus, per state specifications. Rear bumper shall have solid color black tape (3" wide), and roof hatches shall be outlined in white tape. Retro-reflective "SCHOOL BUS" signs shall be on front and rear, per state specifications.

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- (62) Bus shall be equipped with a three-step entryway. The top step riser shall say “No Smoking” and the second step riser shall say “No Trespassing Authorized Persons Only”.
- (63) Bus shall be equipped with six (6) one-piece wheels (powder coat steel, black, with two (2) hand hole).
- (64) Tires shall be 11 R 22.5 14-ply rated radials; Michelin premium type tire (or approved equal). Front tires shall be highway tread and rear tires shall be block style mud and snow tread.
- (65) Fuel tank shall have 100-gallon capacity. Tank shall be mounted between the frame rails. Fuel tank shall be mounted in a manner that will allow the application of a protectant to eliminate the direct contact with the underbody of the bus reducing potential for rust.
- (66) The fuel tank fill pipe shall be located behind a locked door (CH545), in such a manner relative to the fuel-fill opening in the body that the fuel pipe cap shall be easily opened, and that it is easy to get a standard fuel nozzle into the fill pipe to fuel the bus.
- (67) Fuel-water separator shall be electrically heated.
- (68) 4-wheel air “disc” brakes with anti-lock brake system (ABS) and full vehicle wheel control system (4-channel). Air brakes must conform to State Board of Education requirements for school buses equipped with diesel engines and automatic transmissions.
- (69) Air dryer shall be Bendix model AD-IP with heater. Primary air tank (wet tank) shall be equipped with a heated automatic moisture ejector.
- (70) Air dump valve (12v electric) for air tanks with control switch(s) in drivers compartment.
- (71) Rear air ride suspension system.
- (72) Front axle shall have oil lubricated wheel bearings with transparent, thermoplastic window with rubber vent plug. “see thru” caps.
- (73) Parking-brake interlock so that parking brake cannot be released until the ignition is in the “on” position and the service brake pedal is applied.
- (74) Parking brake warning indicator light (labeled, mounted in dash) with audible alarm that activates when the driver's seat belt is unbuckled and the parking brake is not applied. Warning indicator light and alarm “must” work with the ignition switch in the “on” or “off” position.
- (75) Engine - Diesel B6.7L Cummins, 240 hp. (min), as approved by the state Virginia Department of Education. Must meet or exceed all current federal emission guidelines. EPA-certified emission levels for Nox, HC, CO, and PM shall be provided with the bid. Preference will be given to engines with lower certified emissions.
- (76) Transmission – Allison 2500 PTS. Tee handle or push button control shall be mounted to the right of the driver. Transmission shall be factory filled with Allison “Transynd” fluid. Transmission dip stick shall be plainly marked “Transynd Only”. Transmission cooler shall be sized to meet the most severe of Allison requirements for this application. Transmission shall be provided with Allison Extended Warranty.

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- (77) Maximum speed of bus shall be set at 55 miles per hour.
- (78) Brake pedal shall be covered with non-skid material.
- (79) A high idle switch shall be provided.
- (80) Horn, electric (2) trumpet style (or equal), in accordance with SAE J377.
- (81) Air cleaner shall be equipped with a restriction indicator.
- (82) Bus shall be equipped with a tilting and telescoping steering column.
- (83) Batteries (3 or more) shall provide 2850 CCA (min). Battery cables shall be 0 gauge (min). Batteries shall be mounted in side-body compartment on a sliding tray. Tray must have a stop mechanism to prevent tray from being pulled out too far.
- (84) Alternator shall be as high output as is available (320 amp min.). Manufacturer shall perform documented load test prior to delivery to assure 20% (min) reserve capacity of alternator with engine at idle and all vehicle equipment and warning devices operating. (Intermittent duty devices shall be factored according to projected use).
- (85) Fleet Ignition Keys - (3) per bus, key all buses alike. One of the following key codes will be used unless specifically approved by Fairfax County Public Schools:
 - # Z-001
 - # D-250
 - # PK-556
- (86) Engine pre-heater, 120 volt (750 watt (min.)), block style) for coolant jacket. Plug-in receptacle shall be located at front of bus.
- (87) All coolant hoses shall be a premium brand Gates “Blue Stripe”, Goodyear “Super Hi-Miler” or Dayco “Gold Label” (or equal). All coolant hoses are to be of an electro-chemical resistant type. Clamps are to be stainless steel “constant-torque” type.
- (88) Heavy-duty “Extended Life” coolant with recovery system. Radiator shall be equipped with sight glass to verify coolant level. A coolant level bottle is also acceptable, but it must be sufficiently transparent so that the coolant level can easily be seen.
- (89) Bus shall be equipped with a rear-mounted “Child Check Mate” (or equal) device to sound an audible alarm from the time that the engine is turned off until the driver walks to the back of the bus to turn it off. This is to assure that students are not left on the bus when it is parked.
- (90) Bus shall be equipped with frame-mounted tow hooks (two (2) on the front, and two (2) on the rear).
- (91) AM/FM/PA radio system with CD player with remote speakers (six minimum) shall be provided throughout bus. External speaker(s) for PA shall be provided. The external speaker(s) shall be mounted beneath the bus behind the front bumper. Antenna shall be

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mounted to the rear of the driver's side window and be capable of extending above or lowering below the roofline of the bus.

- (92) REI HD5-600 digital (no substitution) security video camera system equipped with a 500 GB (minimum) removable hard disk drive with two (2) REI color cameras with audio (6mm rear facing, 1.8mm entrance door facing above driver's seat) and a REI Output Module shall be installed in the bus. Camera system shall have a mid-mounted microphone. Camera mounting will be in compliance with state requirements. Hard drive cabinet will be mounted in a location where it is accessible to the driver, yet protected from damage or tampering. Specific mounting location and installation for all said components shall be approved by the customer.

- (93) Two-way communication radio will be installed in the bus. Radio will match the specifications, configuration and programming of those currently used by Fairfax County Public Schools. Detailed specifications will be made available to successful Offeror. The radio shall be mounted using security-type pin-center "torx" type hardware.

Model - Motorola APX4500 7/800 dash mount with options (no substitution). Please contact Tej Parikh, Motorola Senior Account Manager at (804) 495-7218 for the required options.

Transmit antenna - Antenna Specialists model ASP931(no substitution) with 20 ft. RG-58 A/U cable with right angle "N" male connector attached and mini-UHF connector loose, 806 - 894 MHz.

Handheld Microphone clip to be mounted on dash. Specific mounting location to be approved by customer.

- (94) All electrical connections shall be soldered (or equal). Weather-proof connectors, such as "Weather-Pak" connectors, are acceptable and desirable. Butt or Scotch-Lock connectors for splices shall NOT be used. Machine-crimped or ratchet-crimped connectors are acceptable. Connectors that are hand-crimped without a ratchet style tool are NOT acceptable.

Electrical wiring shall be color coded and circuit numbered with assigned color-number running the full length of each circuit.

"As Built" wiring diagrams shall be provided with each bus.

- (95) Accessory power strip in electrical panel with four (4) terminals, each fused at 20 amps; two (2) battery, two (2) ignition.

- (96) AVL unit installed with Synovia GPS kit including CalAmp model 4200 w/HSPA modem per the current AVL Systems contract.

The GPS kit to be ordered not less than 60 days in advance from Synovia Solutions Inc., at 317-208-1700; contact for order placement is Beverly Noblet. The GPS kit will be installed per instructions available on request.

Installer will complete and return the installation form provided in the GPS Kit to FCPS Lorton Center at 8101 Lorton Rd, Lorton, VA 22079 attn. Joseph Welborn.

Installation location shall be in one of the following locations as space permits:

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- The bulk head
- Overhead radio compartment
- The channel above the driver's side window
- Under the dash panel, left of driver

The GPS CalAmp 4200 unit will not be located in any area that could be affected by weather conditions.

The antenna will be roof mounted above the left warning light eyebrow and the opening sealed.

Event Tap Points will include:

- Ignition (5-Amp Fuse)
- 12-Volt Power (5-Amp Fuse)
- Step Well Light
- 8-way Amber Lights
- 8-way Stop Lights or Stop Arm
- DVR event switch

Connections will be hard wired with non-removable connectors (Note: Scotch-Lock connectors or equivalent prohibited). All components with the exception of the antenna, including wiring and antenna cables will be hidden from common view and accessible only by service personnel.

The installer will be provided access to application software and verify the installation before releasing vehicle into service.

- (97) Extended Warranty coverage: The bus manufacturer shall provide a five year warranty for the body, excluding items subject to damage from normal wear and tear such as seat and floor coverings, trim, and paint. If covered identical parts fail for identical reasons during the warranty period in more than 15% of the buses, the failure shall be considered a fleet wide defect, and the bus manufacturer shall promptly undertake a work program to prevent the occurrence of the failure in the remaining buses purchased under this contract; the work program shall include inspection and/or correction of the potential or defective parts. The program may be implemented through the bus manufacturer's standard warranty procedures or through special procedures created to handle this particular defect. Standard manufacturer's warranties and warranty procedures shall apply to the drive line components.

Warranty coverage period shall not begin until bus has been accepted and put into service.

- (98) Pilot Inspection Trip: The contractor shall provide, at his or her expense, a pilot inspection trip to the factory (when warranted by FCPS) for staff to inspect the first completed bus. Timing of the trip will be such that any production problems found can be corrected during the normal production process. Fairfax County employees (DVS) shall be included in the trip as well. The reason for this trip will be to find any problems with the first bus so they will not be built into the subsequent buses. Covered expenses shall include all transportation, lodging, and meals required by FCPS and Fairfax County employees for this trip. No overhead costs for the inspection trip will be built-in with any part of the bus specification or pricing.

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- (99) Lists of “As Built” OEM part numbers in several categories would be very useful, and should be provided.

Engine items:

1. All filters (air, oil, fuel water separator)
2. All belts
3. Pulleys, including Idler
4. All hoses
5. Starter
6. Alternator
7. Water pump
8. Thermostat and gasket
9. Engine cooling fan assembly
10. Radiator

Chassis items:

1. Front and rear brake pads and rotors
2. Front and rear brake calipers and chambers
3. Wheel bearings (inner & outer, both front and rear)
4. All air valves
5. All exhaust system components (pipes, mufflers, catalyts, etc.)
6. Fuel tank

Body items:

1. All glass, including windshield, door glass, and windows
2. Heater cores
3. Heater motor and fan
4. Defroster motor and fan
5. Driver seat and seat belt
6. Driver accessory control switches, including door switch

- (100) Air Conditioning Requirements: The system shall be a dual (split) type “free-blowing” system. Each system shall be completely separate, so that if one section should fail, the other section shall continue cooling. This is to include separate condensers, evaporators, and electrical controls.

The system shall cool the interior of the bus to 80 degrees (F), measured at a minimum of three (3) points, and located four feet (4') above the floor along the longitudinal centerline of the bus. The three points shall be (1) near the driver's location, (2) at the mid-point of the bus, and (3) two feet (2') forward of the back end of the bus aisle.

This test may be conducted outside in summer conditions of at least 85 degrees (F) and at least 50% humidity with normal sunlight, with the bus at normal manufacturer's recommended idle speed. After one (1) hour of heat soaking, the system is to be turned on and the 80 degree temperature shall be attained within thirty (30) minutes.

Compressors:

The compressors shall be engine-driven.

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The system shall be equipped with both a high pressure and a low pressure switch, so the compressor will not operate if outside of the recommended or safe levels.

The compressors shall be mounted in the safest area possible. Compressors shall NOT be mounted below the chassis frame rails. The compressors shall be a “TM-21” (min) and meet the previously-mentioned performance parameters.

Condensers:

The condensers shall be equipped with copper coils and aluminum fins.

Body-skirt mounting of the condensers is required. Condenser assemblies shall include permanent magnet, ball-bearing sealed motors for cooling fans, and case constructed of aluminum or other metal treated as specified for standard body sheet metal. All condensers mounted under bus body shall have three (3) electric fans with an opening in the body side-skirt covered by a metal grate (black finish) for ventilation.

Each system shall be equipped with a sight glass which is accessible and easily visible.

Condensers shall be shock-mounted to isolate them from excessive road shock. They shall be mounted forward of the rear wheels and protected from splashing of mud and water from the wheels and road.

Evaporators:

Evaporator/blower units shall be mounted in the rear and at the front of the bus. The front-mounted unit must provide for air to be directed at the driver. The front-mounted unit shall be of the front header-mounted type.

All condensate shall, under all conditions, drain to the outside of the bus. There shall be no condensate drainage into the interior of the bus.

The evaporator/blower units shall be installed so that there are no injury-prone protrusions or sharp edges. This is to include any required ductwork.

The evaporators shall be copper-cored. Either copper or aluminum fins are acceptable.

Air-intake of evaporator/blower units shall be equipped with air filters that can be easily replaced without disassembly of the case.

Controls, Wiring, and Miscellaneous Hardware:

All system operating controls shall be accessible to the driver while he or she is seated.

Blowers shall have a minimum of two (2) speeds.

Wiring shall be copper, color-coded, and in a loom.

System shall be equipped with at least one re-settable main circuit breaker. System control circuits shall also have overload protection, but may be fused.

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All wiring, hoses, and lines shall be routed, supported, and grommeted to reduce wear from heat, vibration, and chafing.

Bus shall be equipped with a high-idle system that will automatically increase engine speed when the transmission is in neutral, parking brake is set, and the air conditioning system is on.

All flexible refrigerant lines shall be double braided. All slip-on type hose-to-fitting connections shall be equipped with stainless steel clamps.

The entire system shall be thermostatically-controlled, with thermostats located at the evaporator assemblies tied to the remote thermostat control at the driver's location.

Refrigerant shall be R134A.

Other requirements:

The total A/C system shall be fully warranted for a period of two (2) years. Including all parts and labor, with no limitation on the number of operating hours. WARRANTY COVERAGE PERIOD SHALL NOT BEGIN UNTIL BUS HAS BEEN ACCEPTED AND PUT INTO SERVICE. Warranty shall include, but not be limited to all mounting brackets, hardware, and any belts that either directly or indirectly drives the compressors. The air conditioning compressor application must be approved in writing by the engine manufactures stating that the installation will not void or reduce the engine manufacturer's warranty or extended service coverage liabilities in any way.

All items requiring periodic service must be readily accessible for servicing, including, but not limited to:

- Refrigerant service ports (both high and low pressure)
- Sight glasses – must be directly visible
- Receiver-dryer – accessible and not equipped with sweat-type fittings.
- Expansion valves
- Drive belts
- System fuses and circuit breakers
- Evaporator air filters
- All major component serial numbers must be readily visible

Six (6) copies of all parts and service manuals shall be provided. Manufactures online access is acceptable.

Parts and special tools – all parts and required special tools shall be readily available. A list of suppliers shall be provided.

Suspension capacity and ground clearance – ground clearance at the lowest point of the air conditioning system shall be no lower than ground clearance of the bus at the step well. Axle weight rating shall be sufficient to provide the same ground clearance that would have been normally provided if the bus were not air conditioned.

The installed air conditioning system shall not reduce the compliance of the finished bus with any FMVSS standards.

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(101) FCPS is interested the purchase of electric school buses meeting the above Lot 1 specifications, once the option becomes commercially available. Please provide as much information as possible about your firm's current and anticipated ability to provide electric buses, including:

- Anticipated timeline of market readiness;
- Ability to conform to Lot 1 specifications;
- Alternative specifications and technology that FCPS should be aware of

DESIRED OPTIONS: (shall be priced separately)

Option # 1- Onspot Automatic Snow Chains (installed)

Option # 2 - Driver's Overhead Storage Compartment

Option # 3 - 42,000 BTU Webasto Heater mounted in outside storage compartment

Option # 4 - AGM Batteries (3), Odyssey 31-PC2150, 3450 CCA

Option # 5 - Side-Mounted Traffic Warning Lights ("SoundOff Signal", amber/red LED3, in a dual side-by-side bezel) to be mounted above the entrance door and the driver's side window. Lights shall work in conjunction with the standard traffic warning light system.

Option # 6 - Lap-shoulder belt for each seated position

Option # 7 – Automatic emergency braking system (collision avoidance)

B. ITEM NO. 2 – Lot 2 STANDARD SPECIFICATIONS:**Fifty-Three (53) Passenger Lift Type C Air Conditioned, Conventional Engine School Bus with Flat Floor Feature conforming to Virginia School Bus Specifications as published by the Virginia Department of Education (VDOE) and meeting the specifications below:**

- (1) The bus shall be equipped with a FLAT FLOOR, such that there are no rear wheel well protrusions in the floor.
- (2) The bus shall be equipped with eight (8) IMMI 36" wide passenger seats with gray upholstery.

The first row (two seats total) shall have two (2) built-in child seats on each seat.

The last three rows (six seats total) shall have two (2) LATCH (Lower Anchors and Tethers for Children) positions on each seat.

All passenger seats shall be equipped with two (2) 3-point retracting passenger restraining seatbelts per seat.

Seats must be quickly removable and mounted in same track as wheelchair tie-downs (Sure-Lok series "L" –no substitutions). Both sides of the bus shall be tracked to accommodate both 30" and 39" seats.

Seat frame reinforcements shall not contain pop rivets. All seat frames shall meet strength requirements of FMVSS 222.

- (3) The bus shall be configured so that there are at least three (3) forward-facing wheelchair positions.
- (4) Wheelchair Provisions: All wheelchair positions shall be forward-facing. Floor shall have flush mounted, narrow-width track in floor for all seating locations (Sure-Lok series "L" track – no substitutions). Wheelchair 4-point auto retract type tie-downs (Sure-Lok FF-627S-4C kits – no substitutions), compatible with wheelchair track system, shall be furnished. Additional track to be mounted to accept shoulder harness. Shoulder-harness tracking shall be mounted on the wall along the full length of the area equipped with floor tracking, not just between the windows. Sufficient tie-downs, lap belts, and shoulder belts shall be provided to equip three (3) wheelchair positions.

Wheelchair belts shall be the following Sure-Lok models (no substitutions):

- Lap Belts – Sure-Lok FE200842
- Shoulder Belts – Sure-Lok FE200599

- (5) Wheelchair Lift Requirements: Wheelchair lift shall be a Braun Century 2 series model NCL917FIBHB-2 with 800 lb. (min) capacity rating, folding handrails (both right and left), automatic in-board roll stop, 33" platform, automatic door-actuated power switch with power wired through an ignition actuated solenoid, power folding with emergency quick release, gravity down, and back-up pump. Lift shall be equipped with rubber bumpers or cushions to reduce noise when the lift is in the stored position and the bus is underway. Lift controls shall be "deadman" type with holding bracket for controller affixed to inside of lift door. Lift must

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provide “barrier-free” access from ground level. Lift shall be mounted on right side of bus, behind rear wheels, and comply with all Virginia State requirements.

Lift door shall be equipped with an interior and exterior door handle to allow for easy opening once the vandal lock has been released. Handle shall be mounted just below the centerline of the door, at a height to be easily operated by a person of short-to-average height (5' 5" max).

Lift door shall have a positive fastening device for holding the door in the “open” position. Lift door shall be securely mounted, forward-hinged, and have a padded head bumper over the entranceway.

Bus shall have one (1) exterior mounted light to illuminate the area around the lift. The light shall be positioned to the left of the lift door so that it's not obstructed when the lift door is open.

Exact location of wheelchair lift and light to be determined after award. A blueprint of the bus and lift location shall be provided to customer before final decision is made.

- (6) Provision shall be made so that the bus cannot be moved while the wheelchair lift is deployed. This must be designed so that, in the event of a failure, the parking brake cannot apply while the bus is under way.
- (7) Bus shall have two (2) 9"x 9" (min) placards with universal handicapped symbol painted white on blue. One placard mounted center of rear door (between upper and lower door glass) and one mounted to the far right of the front bumper (or approved location).
- (8) Bus shall be configured with “high headroom” option (78”).
- (9) Windshield wipers shall be equipped with the intermittent feature. Windshield washer shall have adjustable nozzles.
- (10) Split sash and rear windows shall be furnished with maximum tinting as approved by the state. Glazing shall be AS-2 glass (min). Split sash windows shall be capable of opening to a 12" height and have a natural “aluminum” finish.
- (11) Bus shall have one (1) K/O window on each side in compliance with FMVSS 217.
- (12) The barrier behind driver's seat shall be equipped with a barrier cover with two pouches to be used to store driver's notebook, etc. These pouches shall be parallel and extend across the barrier cover. The upper pouch shall be at least 26" wide and 13" high. The lower pouch shall be at least 26" wide and 8" high. Each pouch shall be at least 1" deep, and shall have two or three Velcro closures across the top opening.

This barrier cover shall be made of upholstery material, and shall be the same color as the upholstery material in the rest of the bus. They shall fit neatly and snugly on the barrier cover, without wrinkling or sagging.
- (13) All vinyl lettering shall be 3M premium vinyl lettering (or equal) with a minimum expected performance life of seven (7) years.

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- (14) Seat numbers shall be applied to the bulkhead, above the windows, 2" in height. The seat numbers shall consist of the seat number, odd numbers on the left-hand (road side) of the bus, and even numbers on the right-hand (curb side) of the bus. For example, the seat behind the driver would be numbered "1", and the seat across the aisle from it on the right-hand side would be numbered "2".
- (15) Sun shield mounted on double brackets, with arms at either end, so as not to interfere with rear-view mirrors.
- (16) Interior shall be painted light gray. Floor covering shall be Koroseal medium gray (or equal). Aluminized, textured metal, scuff-resistant, lower interior panel (bottom of windows to seat rail). There shall be no sharp or unfinished edges.
- (17) Sub floor of bus shall be made of marine-grade plywood (min 5/8") or approved material to both reduce interior noise and minimize potential for water damage. If a center-aisle "runner" is used that is a separate piece from the flooring that is used under the seats, each seam formed where the edge of the runner meets the pieces of flooring under the seats shall be sealed with a wide bead of silicone sealant and then covered with an aluminum trim strip that is screwed to the floor. This is to reduce the chance of water getting underneath the floor covering.
- (18) All areas beneath floor are to be rust-proofed. This can be accomplished with rustproof coating, galvanization, rustproof materials, or a combination of these.
- (19) Step treads shall be Koroseal pebble top with ribbed white nosing (or equal).
- (20) State-approved fire blocking seating Gencorp PreVaill (or equal) and flooring material throughout the bus.
- (21) A locking device for the driver's window shall be installed. The locking device shall prohibit the window from being opened from the outside with a knife or credit card.
- (22) Front entrance door shall have an electronic security key locking system approved by the state and be equipped with a vandal lock system. Manual door release shall be located to the left of the entrance door on the exterior of the bus (behind a keyed (CH545) door).
- (23) Front entrance door frame opening shall have a minimum width of 34" continuous top to bottom. Door shall be equipped with an outside handle to allow for easy opening when the "vandal lock" has been released. Handle shall be at a height to be easily opened by a person of short-to-average height (5' 5" max). Handle shall be mounted so that, when the door is open, it is not within the path of passengers getting into the bus. A handle design that would "catch" clothing or drawstrings on clothing is not acceptable.
- (24) All locks in all buses shall be keyed alike, three (3) keys shall be delivered with each bus. Key code CH545 shall be used throughout bus unless specifically approved by Fairfax County Public Schools. Rear emergency door shall be lockable via Vandal lock system.
- (25) The driver's main door control switch shall be a toggle-type and not a turn-type.
- (26) Rear emergency door shall have safety glass (AS-2) in lower portion with protective metal guard (light gray). Operating instructions shall be located on the inside of the door per FMVSS 217.

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- (27) Side skirts of bus shall be as low to the ground as possible. The long side skirting shall extend as far behind the rear wheels and forward of the front wheels as possible. However, the skirting should not extend so far as to cause dragging or “bottoming-out”.
- (28) Storage compartment (exterior) - two (2) of similar size (approx.13” x 15” x 25”) and strength requirements as the battery box shall be provided. Specific location shall be approved by customer.

Storage compartments shall be lockable (CH545); one (1) lock (min) for forward-hinged door.

The wording “EMERGENCY REFLECTORS” shall be located on the curb side storage compartment door. The lettering shall be in 1/2” lettering applied with 3M premium vinyl lettering (or equal).

- (29) Stainless steel grab handles shall be mounted on both sides of the service-door entryway. The hand-rail on the right-hand side of the step well shall extend all the way to the bottom step. They shall be supported at the extreme ends, without overhangs. A design that would “catch” clothing or drawstrings on clothing is not acceptable.
- (30) Soundproofing material shall be installed in the body/firewall area to reduce noise in driver’s area to no more than 78 dba (max) at 35 mph.
- (31) Ceiling sheets of entire bus shall be made of acoustical noise dampening material.
- (32) Mirrors: two (2) front Quadra-spherical cross-over mirrors (supported to minimize vibration) shall be mounted on rear-view mirror brackets. Exterior rear-view mirrors (right and left) to have both flat mirror and convex mirror in same frame, Rosco Eurostyle (or equal). All mirrors shall be heated. The rear view mirrors shall be equipped with both remote-control and “break-away” features. Right-hand rear view mirror is to be equipped with break-away side bracing to minimize vibration.

View of mirrors shall not be blocked by any part of bus. Locations and mounting shall be state approved. All mirrors shall meet the latest state and federal standards, including FMVSS 111.

- (33) Front heater and defroster shall be in compliance with Virginia state requirements. Front heater shall be capable of producing at least 90,000 BTU. The driver’s area shall have a heater vent as low as possible directed at the driver’s feet and a “heater vent shield” (deflector kit) to keep heat off of the driver’s leg (near seat bottom) while seated in the driver’s seat. Two (2) (min) defroster outlets are required, one to the left of the driver, and one to the right, capable of keeping the windshield and door clear.
- (34) Rear auxiliary coolant-heated heater, producing at least 80,000 BTU, installed on floor or rear wall with a protective guard to prevent passengers from hitting heater assembly. A flush-mounted heater is acceptable.

Specific mounting location shall be approved by customer.

One (1) brass booster pump is required for rear mounted auxiliary heating system.

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- (35) The heater valves shall be located so that the driver may reach them easily, without having to get underneath the bus. The heater valve may be located behind a fuel type door for easy access. The heater valves shall be ¼-turn ball-type valves, made of brass.
- (36) Air Conditioning – Bus shall be air conditioned. The front air conditioning system shall be mounted in-dash. The rear inside unit shall be mounted in-wall on the rear header. The rear unit shall not protrude significantly into the passenger area. The provided system shall meet all requirements stipulated by the most recent State of Florida School Bus Air Conditioning Specifications. These requirements are paraphrased at the end of this document.
- (37) Mud flaps for front and rear wheels are required, with adequate clearance for tire chains on the rear wheels.
- (38) If any portion of the rear tires extends out beyond the body of the bus, “fenderettes” shall be installed, so that splashing from the rear tires will be reduced.
- (39) ECCO model # SA-917-87 (or equal) backup warning system, variable volume, beep-beep type, activated when bus is shifted into reverse.
- (40) The word “DIESEL” shall be adjacent to the fuel door. Two inch lettering shall be applied with 3M premium vinyl lettering (or equal).
- (41) State approved electric stop arm, with LED strobe lights, and crossing arm are required. The entire surface of both sides of stop signal arm shall be reflectorized with Type III retro-reflectorized material in accordance with FMVSS 131. The wiring shall be routed so that it shall not interfere with the operation of the stop arm. Arm of crossing guard shall be of fiberglass type, painted yellow. Crossing guard shall be of electro-magnetic locking style. This shall be wired so that the electro-magnet is NOT actuated when the ignition is off.
- (42) Tire chains, for the rear tires. One (1) set per bus is required.
- (43) Chock block: one (1) pressure treated timber (4” x 6” x 2 ft.) tapered on one end and 12” length of chain on the other (non-tapered end) for installing tire chains.
- (44) Padded head bumpers are required over the entrance and all emergency doors.
- (45) Body marker lights shall be controlled by chassis headlight switch.
- (46) Bus shall be equipped with day-time running lights. They shall be wired so that they are powered only when the ignition switch is in the “on” position.
- (47) “SoundOff Signal” LED lights (no substitutions) shall be used for any and all outside lamps for which their use has been approved in Virginia. This shall include LED strobe traffic lights.
- All LED lights provided shall have hard-coated lenses to avoid scratching.
 - All LED lights provided shall be equipped with transient voltage spike protective circuitry.
 - All LED lights provided must be mounted such that cracking of the housings is avoided. Lights with cracked and leaking housings will be replaced by the bus vendor as a warranty issue.

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- The epoxy coating used in any white LED lights shall be constituted such that UV-induced clouding is minimized.
- (48) The lenses of all lamps should be screw-secured, instead of being “snap-on”. This is to reduce their falling off. The outer surfaces of the lenses should be smooth in order to reduce dirt buildup. Grommet mounting is acceptable.
- (49) The bus shall have a directional light on each side of the front cowling (below the windshield) of the same size (7” round) and type as the rear turn signals and be mounted on the same horizontal line.
- (50) The traffic-warning lights are to be able to be actuated by a dashboard-mounted switch. The lights should be able to be actuated whether or not the door is open.
- (51) There are to be two step well lights, one on the right-hand side and one on the left-hand side of the step well. They shall come on whenever the door is opened, independent of the dome lights.
- (52) Bus shall be equipped with a state approved top-mounted strobe light approximately 4.25” in height, ECCO 6710c (or equal). Light shall be installed over centerline of rear axle. If this cannot be accomplished, due to placement of roof hatch cover, the strobe light shall be placed so that it is no less than 36” from the back of the bus. Strobe light shall be a self-contained unit per Virginia State regulations.
- Strobe light shall be controlled by a separate switch, located on the driver’s control panel. Control switch shall be pilot-lamp type, so that when the strobe is operating, the switch is illuminated.
- (53) Deluxe driver dome light (map light) required, flush mounted in light bar above driver, with separate switch on control panel.
- (54) All switches shall be heavy-duty. All switches shall be mounted either on the dashboard or on a side switch panel and be pilot-lamp type (where applicable). There shall be no overhead-mounted switches.
- (55) The bus shall be equipped with a master electrical disconnect switch so that the driver can disconnect all electrical power in the bus. The master electrical switch shall be weather resistant and located in the battery box (or other approved location).
- (56) The bus shall be equipped with a fire alarm consisting of an audible tone and visual light in the dash area. This tone should be different than any other audible tone on the bus. The fire alarm shall have one (1) sensor in the engine compartment and one (1) sensor in the driver’s side electrical compartment to alert the driver of a fire or extreme temperature in those areas of the bus.
- (57) Driver’s seat shall be a Seats Inc., Magnum 100, series 222, color grey, with cloth insert, deluxe hi-back air seat with two armrests (or equal). Left arm rest can be mounted on left side panel. Three-point seat belt for driver is required. The belt must be adjustable to accommodate a wide range of drivers’ sizes. Seat shall meet strength requirement of FMVSS 222.

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- (58) Driver's seatbelt should be blaze orange (or other high intensity color). Seat belt warning light (flashing) indicator and audible alarm to remind driver to fasten seat belt.
- (59) Cup holder(s) shall be within reach of driver's seat.
- (60) Body fluid clean-up kit and first aid kit, both in metal boxes. Boxes shall be at least 7½" wide by 5½" high x 2¼" deep. They shall be mounted on the front overhead panel. The five-pound ABC fire extinguisher will be mounted near the driver's area. The emergency triangular reflective kit shall be mounted in the curbside exterior storage compartment. Specific mounting location(s) for all items shall be approved by customer.
- (61) Two (2) plastic seat-belt webbing cutters EZ-On Products # 1004 (or equal) shall be provided. Knife shall be mounted in a holster. One located to the left of the driver's leg in such a manner that it is easily accessible in an emergency and one to the left of the wheelchair lift approximately 8" below the window. Velcro shall not be used for mounting the holster.
- (62) Bus shall be equipped with one (1) low profile roof hatch, Specialty Products, Transpec (or approved equal). The hatch shall be equipped with an outside handle, and shall be wired to the emergency door buzzer system. Hatch shall NOT be equipped with "flip-up" screened vent, but shall be able to be tilted open in forward or rearward position to allow for ventilation.
- (63) Roof of bus shall be painted white, in accordance with state specifications.

Vendor shall apply bus numbers in accordance with Virginia state specifications. Additionally, bus numbers shall be on the roof using four (4) 12" characters, 1" wide (min). Numbers shall begin just behind the front door, and shall be parallel with the major axis of the bus. Numbers shall be applied with vinyl lettering, 3M premium vinyl lettering (or equal).

Customer shall provide list of bus numbers to vendor upon request.

- (64) Retro-reflective tape on side, rear, and top of bus, per state specifications. Rear bumper shall have solid color black tape (3" wide), and roof hatches shall be outlined in white tape. Retro-reflective "SCHOOL BUS" signs shall be on front and rear, per state specifications.
- (65) Bus shall be equipped with a three-step entryway. The top step riser shall say "No Smoking" and the second step riser shall say "No Trespassing Authorized Persons Only".
- (66) Bus shall be equipped with six (6) one-piece wheels (powder coat steel, black, with two (2) hand hole).
- (67) Tires shall be 255/70/R22.5 16-ply rated radials; Goodyear premium type tire (or approved equal). Front tires shall be highway tread and rear tires shall be block style mud and snow tread.
- (68) Fuel tank shall have 65-gallon capacity. Tank shall be mounted between the frame rails. Fuel tank shall be mounted in a manner that will allow the application of a protectant to eliminate the direct contact with the underbody of the bus reducing potential for rust.
- (69) The fuel tank fill pipe shall be located behind a locked door (CH545), in such a manner relative to the fuel-fill opening in the body that the fuel pipe cap shall be easily opened, and that it is easy to get a standard fuel nozzle into the fill pipe to fuel the bus.

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- (70) Fuel-water separator shall be electrically heated.
- (71) 4-wheel air “disc” brakes with anti-lock brake system (ABS) and full vehicle wheel control system (4-channel). Air brakes must conform to State Board of Education requirements for school buses equipped with diesel engines and automatic transmissions.
- (72) Air dryer shall be Bendix model AD-IP with heater. Primary air tank (wet tank) shall be equipped with a heated automatic moisture ejector.
- (73) Air dump valve (12v electric) for air tanks with control switch(s) in drivers compartment.
- (74) Rear air ride suspension system.
- (75) Front axle shall have oil lubricated wheel bearings with “see thru” caps.
- (76) Parking-brake interlock so that parking brake cannot be released until the ignition is in the “on” position and the service brake pedal is applied.
- (77) Parking brake warning indicator light (labeled, mounted in dash) with audible alarm that activates when the driver’s seat belt is unbuckled and the parking brake is not applied. Warning indicator light and alarm “must” work with the ignition switch in the “on” or “off” position.
- (78) Engine - Diesel B6.7L Cummins, 240 hp. (min), as approved by the state Virginia Department of Education. Must meet or exceed all current federal emission guidelines. EPA-certified emission levels for Nox, HC, CO, and PM shall be provided with the bid. Preference will be given to engines with lower certified emissions.
- (79) Transmission – Allison 2500 PTS. Tee handle or push button control shall be mounted to the right of the driver. Transmission shall be factory filled with Allison “Transynd” fluid. Transmission dip stick shall be plainly marked “Transynd Only”. Transmission cooler shall be sized to meet the most severe of Allison requirements for this application. Transmission shall be provided with Allison Extended Warranty.
- (80) Maximum speed of bus shall be set at 55 miles per hour.
- (81) Brake pedal shall be covered with non-skid material.
- (82) A high idle switch shall be provided.
- (83) Horn, electric (2) trumpet style (or equal), in accordance with SAE J377.
- (84) Air cleaner shall be equipped with a restriction indicator.
- (85) Bus shall be equipped with a tilting and telescoping steering column.
- (86) Batteries (3 or more) shall provide 2850 CCA (min). Battery cables shall be 0 gauge (min). Batteries shall be mounted in side-body compartment on a sliding tray. Tray must have a stop mechanism to prevent tray from being pulled out too far.
- (87) Alternator shall be as high output as is available (320 amp min.). Manufacturer shall perform documented load test prior to delivery to assure 20% (min) reserve capacity of alternator with

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engine at idle and all vehicle equipment and warning devices operating. (Intermittent duty devices shall be factored according to projected use).

- (88) Fleet Ignition Keys - (3) per bus, key all buses alike. One of the following key codes will be used unless specifically approved by Fairfax County Public Schools:
- # Z-001
 - # D-250
 - # PK-556
- (89) Engine pre-heater, 120 volt (750 watt (min.)), block style) for coolant jacket. Plug-in receptacle shall be located at front of bus.
- (90) All coolant hoses shall be a premium brand Gates “Blue Stripe”, Goodyear “Super Hi-Miler” or Dayco “Gold Label” (or equal). All coolant hoses are to be of an electro-chemical resistant type. Clamps are to be stainless steel “constant-torque” type.
- (91) Heavy-duty “Extended Life” coolant with recovery system. Radiator shall be equipped with sight glass to verify coolant level. A coolant level bottle is also acceptable, but it must be sufficiently transparent so that the coolant level can easily be seen.
- (92) Bus shall be equipped with a rear-mounted “Child Check Mate” (or equal) device to sound an audible alarm from the time that the engine is turned off until the driver walks to the back of the bus to turn it off. This is to assure that students are not left on the bus when it is parked.
- (93) Bus shall be equipped with frame-mounted tow hooks (two (2) on the front, and two (2) on the rear).
- (94) AM/FM/PA radio system with CD player with remote speakers (six minimum) shall be provided throughout bus. External speaker(s) for PA shall be provided. The external speaker(s) shall be mounted beneath the bus behind the front bumper. Antenna shall be mounted to the rear of the driver’s side window and be capable of extending above or lowering below the roofline of the bus.
- (95) REI HD5-600 digital (no substitutions) security video camera system equipped with a 500 GB (minimum) removable hard disk drive with two (2) REI color cameras with audio (6mm rear facing, 1.8mm entrance door facing above driver’s seat) and a REI Output Module shall be installed in the bus. Camera system shall have a mid-mounted microphone. Camera mounting will be in compliance with state requirements. Hard drive cabinet will be mounted in a location where it is accessible to the driver, yet protected from damage or tampering. Specific mounting location and installation for all said components shall be approved by the customer.
- (96) Two-way communication radio will be installed in the bus. Radio will match the specifications, configuration and programming of those currently used by Fairfax County Public Schools. Detailed specifications will be made available to successful Offeror. The radio shall be mounted using security-type pin-center “torx” type hardware.

Model - Motorola APX4500 7/800 dash mount with options (no substitution). Please contact Tej Parikh, Motorola Senior Account Manager at (804) 495-7218 for the required options.

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Transmit antenna - Antenna Specialists model ASP931(no substitution) with 20 ft. RG-58 A/U cable with right angle "N" male connector attached and mini-UHF connector loose, 806 - 894 MHz.

Handheld Microphone clip to be mounted on dash. Specific mounting location to be approved by customer.

- (97) All electrical connections shall be soldered (or equal). Weather-proof connectors, such as "Weather-Pak" connectors, are acceptable and desirable. Butt or Scotch-Lock connectors for splices shall NOT be used. Machine-crimped or ratchet-crimped connectors are acceptable. Connectors that are hand-crimped without a ratchet style tool are NOT acceptable.

Electrical wiring shall be color coded and circuit numbered with assigned color-number running the full length of each circuit.

"As Built" wiring diagrams shall be provided with each bus.

- (98) Accessory power strip in electrical panel with four (4) terminals, each fused at 20 amps; two (2) battery, two (2) ignition.
- (99) AVL unit installed with Synovia GPS kit including CalAmp model 4200 w/HSPA modem per current AVL Systems Contract.

The GPS kit to be ordered not less than 60 days in advance from Synovia Solutions Inc. at 317-208-1700; contact for order placement is Beverly Noblet. The GPS kit will be installed per instructions available on request. Installer will complete and return the installation form provided in the GPS Kit to FCPS Lorton Center at 8101 Lorton Rd, Lorton, VA 22079 attn. Joseph Welborn.

Installation location shall be in one of the following locations as space permits:

- The bulk head
- Overhead radio compartment
- The channel above the driver's side window
- Under the dash panel, left of driver

The GPS CalAmp 4200 unit will not be located in any area that could be affected by weather conditions.

The antenna will be roof mounted above the left warning light eyebrow and the opening sealed.

Event Tap Points will include:

- Ignition (5-Amp Fuse)
- 12-Volt Power (5-Amp Fuse)
- Step Well Light
- 8-way Amber Lights
- 8-way Stop Lights or Stop Arm
- DVR event switch

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Connections will be hard wired with non-removable connectors (Note: Scotch-Lock connectors or equivalent are prohibited). All components with the exception of the antenna, including wiring and antenna cables will be hidden from common view and accessible only by service personnel.

The installer will be provided access to application software and verify the installation before releasing vehicle into service.

- (100) Extended Warranty coverage: The bus manufacturer shall provide a five year warranty for the body, excluding items subject to damage from normal wear and tear such as seat and floor coverings, trim, and paint. If covered identical parts fail for identical reasons during the warranty period in more than 15% of the buses, the failure shall be considered a fleet wide defect, and the bus manufacturer shall promptly undertake a work program to prevent the occurrence of the failure in the remaining buses purchased under this contract; the work program shall include inspection and/or correction of the potential or defective parts. The program may be implemented through the bus manufacturer's standard warranty procedures or through special procedures created to handle this particular defect. Standard manufacturer's warranties and warranty procedures shall apply to the drive line components.

Warranty coverage period shall not begin until bus has been accepted and put into service.

- (101) Pilot Inspection Trip: The contractor shall provide, at his or her expense, a pilot inspection trip to the factory (when warranted by FCPS) for staff to inspect the first completed bus. Timing of the trip will be such that any production problems found can be corrected during the normal production process. Fairfax County employees (DVS) shall be included in the trip as well. The reason for this trip will be to find any problems with the first bus so they will not be built into the subsequent buses. Covered expenses shall include all transportation, lodging, and meals required by FCPS and Fairfax County employees for this trip. No overhead costs for the inspection trip will be built-in with any part of the bus specification or pricing.
- (102) Lists of "As Built" OEM part numbers in several categories would be very useful, and should be provided.

Engine items:

1. All filters (air, oil, fuel water separator)
2. All belts
3. Pulleys, including Idler
4. All hoses
5. Starter
6. Alternator
7. Water pump
8. Thermostat and gasket
9. Engine cooling fan assembly
10. Radiator

Chassis items:

1. Front and rear brake pads and rotors
2. Front and rear brake calipers and chambers

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3. Wheel bearings (inner & outer, both front and rear)
4. All air valves
5. All exhaust system components (pipes, mufflers, catalyts, etc.)
6. Fuel tank

Body items:

1. All glass, including windshield, door glass, and windows
2. Heater cores
3. Heater motor and fan
4. Defroster motor and fan
5. Driver seat and seat belt
6. Driver accessory control switches, including door switch

- (103) Air Conditioning Requirements: The system shall be a dual (split) type “free-blowing” system. Each system shall be completely separate, so that if one section should fail, the other section shall continue cooling. This is to include separate condensers, evaporators, and electrical controls.

The system shall cool the interior of the bus to 80 degrees (F), measured at a minimum of three (3) points, and located four feet (4') above the floor along the longitudinal centerline of the bus. The three points shall be (1) near the driver's location, (2) at the mid-point of the bus, and (3) two feet (2') forward of the back end of the bus aisle.

This test may be conducted outside in summer conditions of at least 85 degrees (F) and at least 50% humidity with normal sunlight, with the bus at normal manufacturer's recommended idle speed. After one (1) hour of heat soaking, the system is to be turned on and the 80 degree temperature shall be attained within thirty (30) minutes.

Compressors:

The compressors shall be engine-driven.

The system shall be equipped with both a high pressure and a low pressure switch, so the compressor will not operate if outside of the recommended or safe levels.

The compressors shall be mounted in the safest area possible. Compressors shall NOT be mounted below the chassis frame rails. The compressors shall be a “TM-21” (min) and meet the previously-mentioned performance parameters.

Condensers:

The condensers shall be equipped with copper coils and aluminum fins.

Body-skirt mounting of the condensers is required. Condenser assemblies shall include permanent magnet, ball-bearing sealed motors for cooling fans, and case constructed of aluminum or other metal treated as specified for standard body sheet metal. All condensers mounted under bus body shall have three (3) electric fans with an opening in the body side-skirt covered by a metal grate (black finish) for ventilation.

Each system shall be equipped with a sight glass which is accessible and easily visible.

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Condensers shall be shock-mounted to isolate them from excessive road shock. They shall be mounted forward of the rear wheels and protected from splashing of mud and water from the wheels and road.

Evaporators:

Evaporator/blower units shall be mounted in the rear and at the front of the bus. The front-mounted unit must provide for air to be directed at the driver. The front unit shall be of the in-dash mounted type. All condensate shall, under all conditions, drain to the outside of the bus. There shall be no condensate drainage into the interior of the bus.

The evaporator/blower units shall be installed so that there are no injury-prone protrusions or sharp edges. This is to include any required ductwork.

The evaporators shall be copper-cored. Either copper or aluminum fins are acceptable.

Air-intake of evaporator/blower units shall be equipped with air filters that can be easily replaced without disassembly of the case.

Controls, Wiring, and Miscellaneous Hardware:

All system operating controls shall be accessible to the driver while he or she is seated.

Blowers shall have a minimum of two (2) speeds.

Wiring shall be copper, color-coded, and in a loom.

System shall be equipped with at least one re-settable main circuit breaker. System control circuits shall also have overload protection, but may be fused.

All wiring, hoses, and lines shall be routed, supported, and grommited to reduce wear from heat, vibration, and chafing.

Bus shall be equipped with a high-idle system that will automatically increase engine speed when the transmission is in neutral, parking brake is set, and the air conditioning system is on.

All flexible refrigerant lines shall be double braided. All slip-on type hose-to-fitting connections shall be equipped with stainless steel clamps.

The entire system shall be thermostatically-controlled, with thermostats located at the evaporator assemblies tied to the remote thermostat control at the driver's location.

Refrigerant shall be R134A.

Other requirements:

The total A/C system shall be fully warranted for a period of two (2) years. Including all parts and labor, with no limitation on the number of operating hours. WARRANTY COVERAGE PERIOD SHALL NOT BEGIN UNTIL BUS HAS BEEN ACCEPTED AND PUT INTO SERVICE. Warranty shall include, but not be limited to all mounting brackets, hardware, and any belts that either directly or indirectly drives the compressors. The air conditioning

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compressor application must be approved in writing by the engine manufacturer stating that the installation will not void or reduce the engine manufacturer's warranty or extended service coverage liabilities in any way.

All items requiring periodic service must be readily accessible for servicing, including, but not limited to:

- Refrigerant service ports (both high and low pressure)
- Sight glasses – must be directly visible
- Receiver-dryer – accessible and not equipped with sweat-type fittings.
- Expansion valves
- Drive belts
- System fuses and circuit breakers
- Evaporator air filters
- All major component serial numbers must be readily visible

Six (6) copies of all parts and service manuals shall be provided. Manufacturer's online access is acceptable.

Parts and special tools – all parts and required special tools shall be readily available. A list of suppliers shall be provided.

Suspension capacity and ground clearance – ground clearance at the lowest point of the air conditioning system shall be no lower than ground clearance of the bus at the step well. Axle weight rating shall be sufficient to provide the same ground clearance that would have been normally provided if the bus were not air conditioned.

The installed air conditioning system shall not reduce the compliance of the finished bus with any FMVSS standards.

DESIRED OPTIONS: (shall be priced separately)

Option # 1 - Onspot Automatic Snow Chains (installed)

Option # 2 - Driver's Overhead Storage Compartment

Option # 3 - 42,000 BTU Webasto Heater mounted in outside storage compartment

Option # 4 - AGM Batteries (3), Odyssey 31-PC2150, 3450 CCA

Option # 5 - Automatic emergency braking system (collision avoidance)

COUNTY OF FAIRFAX

COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.)

Subject to all State and local laws, policies, resolutions, and regulations and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. AUTHORITY -The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

2. DEFINITIONS-

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

BEST VALUE: As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

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

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

CONSULTANT SERVICES: Any type of services required by the County, but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.

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

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

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

PROFESSIONAL SERVICES: Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution).

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

QUICK QUOTE (QQ): A method of competitive bidding for the purchase or lease of goods, non professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less the \$50,000.

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

General Conditions and Instructions to Bidders

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

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

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

3. BID FORMS-Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, to include the bid Cover Sheet and Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope or package. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of a bid.

Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

4. LATE BIDS & MODIFICATIONS OF BIDS-

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
 1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
 2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If an emergency or unanticipated event or closing interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, the due date/time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal County business operations resume.
- c. The official time used for receipt of bids/modifications is the Bid Clerk's time and date stamp clock located in the Department of Purchasing and Supply Management. All bidders are responsible for ensuring all bids/modifications are received prior to the scheduled due date/time.
- d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

5. WITHDRAWAL OF BIDS-

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing

General Conditions and Instructions to Bidders

to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

- b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:
 - 1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.
 - 2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County 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 County may exercise its right of collection.
 - c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
 - d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
 - e. No bidder who is permitted to withdraw a bid 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 was submitted.
 - f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
 - g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.
- 6. ERRORS IN BIDS-**When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
- 7. MAILING OF BIDS –** All bids and proposals submitted in response to a Fairfax County solicitation shall be submitted in a sealed envelope or package identified with the solicitation number, title, bidder's name and address, and due date/time of opening/closing clearly marked on the outside of such envelope or package.
- 8. COMPLETENESS-**To be responsive, a bid must include all information required by the solicitation.
- 9. ACCEPTANCE OF BIDS/BINDING 90 DAYS-**Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.
- 10. CONDITIONAL BIDS-**Conditional bids are subject to rejection in whole or in part.
- 11. BIDS FOR ALL OR PART-**Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
- 12. AREA BIDS-**For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.
- 13. TIME FOR RECEIVING BID-**Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered.
- 14. BID OPENING-**All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified,

General Conditions and Instructions to Bidders

read publicly, and made available for inspection as provided in paragraph 68, General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County's web site: <http://www.fairfaxcounty.gov/dpsm/bidtab.htm>. Proposals received in response to a Request for Proposal (RFP) will be made available as provided in paragraph 68, General Conditions and Instructions to Bidders.

15. 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.

Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

16. RESPONSE TO SOLICITATIONS-In the event a vendor cannot submit a bid on a solicitation, he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements.

17. 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.

18. TAX EXEMPTION-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

19. PROHIBITION AGAINST UNIFORM PRICING-The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

SPECIFICATIONS

20. QUESTIONS CONCERNING SPECIFICATIONS-Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

21. BRAND NAME OR EQUAL ITEMS-Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County 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.

22. 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.

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The bidder 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. FEDERAL SPECIFICATIONS-Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

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

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

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- b. The quality of performance of previous contracts or services;
- c. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- d. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- e. The quality, availability and adaptability of the goods or services to the particular use required;
- f. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- g. The number and scope of the conditions attached to the bid;
- h. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
- i. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

25. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS-A written award (or Acceptance Agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- a. County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,
- b. General Conditions and Instructions to Bidders,
- c. Special Provisions and Specifications,
- b. Pricing Schedule,
- c. Any Addenda/Amendments/Memoranda of Negotiations

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

General Conditions and Instructions to Bidders**27. PROMPT PAYMENT DISCOUNT-**

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer.

28. INSPECTION-ACCEPTANCE-For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

29. DEFINITE BID QUANTITIES-Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

30. REQUIREMENT BID QUANTITIES-On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

CONTRACT PROVISIONS

31. TERMINATION OF CONTRACTS-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
- b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

32. TERMINATION FOR CONVENIENCE-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

33. TERMINATION OF CONTRACT FOR CAUSE-

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, in addition to the County's remedies under the contract and all other rights available at law or in equity, the County shall have the right to immediately terminate this contract. Such termination shall be effected by delivering a notice of termination to the Contractor at any time specifying the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

34. CONTRACT ALTERATIONS-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

General Conditions and Instructions to Bidders

35. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

36. FUNDING-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

37. DELIVERY/SERVICE FAILURES-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

38. NON-LIABILITY-The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.

39. NEW GOODS, FRESH STOCK-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

40. NON-DISCRIMINATION-During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

41. SMALL AND MINORITY BUSINESS UTILIZATION

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- B Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
- c. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

42. GUARANTEES & WARRANTIES-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

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43. PRICE REDUCTION-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. **FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT.** Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

44. CHANGES-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment. No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

45. PLACING OF ORDERS-Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

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 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

47. RESPONSIBILITY FOR SUPPLIES TENDERED-Unless otherwise specified in the solicitation, 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 County 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-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 County 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 County for such materials or supplies as are not in accordance with the specifications.

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49. COMPLIANCE-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent 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 Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.

50. POINT OF DESTINATION-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

51. ADDITIONAL CHARGES-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

52. METHOD AND CONTAINERS-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

53. WEIGHT CHECKING-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.

54. DEMURRAGE AND RE-SPOTTING-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.

55. REPLACEMENT-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.

56. 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:

1. The Purchase Order Number,
2. The Name of the Article and Stock Number (Supplier's),
3. The Fairfax County Identification Number (FCIN), if specified in the order,
4. The Quantity Ordered,
5. The Quantity Shipped,
6. The Quantity Back Ordered,
7. 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.

BILLING

57. BILLING-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

PAYMENTS

58. PAYMENT-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

59. PARTIAL PAYMENTS-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

General Conditions and Instructions to Bidders

60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

61. GENERAL GUARANTY-Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

62. SERVICE CONTRACT GUARANTY-Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

63. INDEMNIFICATION-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, theft, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County 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 County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

64. OFFICIALS NOT TO BENEFIT-

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately

General Conditions and Instructions to Bidders

disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

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

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

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

68. 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 (Reference Section 4.D., of the Fairfax County Purchasing Resolution)

BIDDER/CONTRACTOR REMEDIES**69. INELIGIBILITY-**

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:

General Conditions and Instructions to Bidders

- (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;
5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
 6. The contractor has abandoned performance or been terminated for default on any other Fairfax County project;
 7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

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

72. PROTEST OF AWARD OR DECISION TO AWARD-

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 3, Section 4, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4d of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4d, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.

General Conditions and Instructions to Bidders

- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

73. CONTRACTUAL DISPUTES-

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

74. LEGAL ACTION-No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.

75. COOPERATIVE PURCHASING-The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

76. PROFESSIONAL AFFILIATION-The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

77. DRUG FREE WORKPLACE-During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

General Conditions and Instructions to Bidders

78. VENUE: This contract and its terms, including, but not limited to, the parties' obligations under it, the performance due from each party under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia that would cause the application of any laws other than those of the Commonwealth of Virginia shall not apply. Any and all disputes, claims and causes of action arising out of or in connection with this contract or any performance hereunder, shall be brought in the applicable court of Fairfax County, Virginia, or in the United States District Court, Eastern District of Virginia, Alexandria Division.

79. **IMMIGRATION REFORM AND CONTROL ACT:** Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

80. **CONTRACTOR NOT TO BENEFIT:** Contractor agrees that the goods and/or services provided to Fairfax County pursuant to this Agreement are for the benefit of Fairfax County and that Contractor shall not undertake any actions or efforts stemming from or related to this Agreement that shall inure to the detriment of Fairfax County. Any information provided to the Contractor for the performance of this Contract shall not be used for any other purpose without the written consent of the Purchasing Agent.

APPROVED:

/S/ David P. Bobzien
COUNTY ATTORNEY

/S/ Cathy A. Muse
COUNTY PURCHASING AGENT

OFFEROR DATA SHEET

NAME OF OFFEROR: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

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

Service Representative: _____

Telephone Number: () _____

E-Mail Address: _____

Fiscal Representative: _____

Telephone Number: () _____

E-Mail Address: _____

Payment Address, if different from above:

SAMPLE COST TEMPLATE

PRICE SUMMARY

Item No.	Item Description	Qty.	UOM	Base Unit Price	Extension
Section I: 77 Passenger Bus					
1.	<p><u>77 Passenger Type C School Bus, Air Conditioned</u></p> <p><u>Must meet:</u></p> <ul style="list-style-type: none"> • All Virginia Specifications • All Technical Specifications. <p>(Reference: Technical Specifications, Item No. 1-Lot 1 Standard Specifications)</p>	75	EA	\$ _____	\$ _____
<p>Section II: <u>Additional Extended Warranty</u>. Please describe any additional extended warranties that are available. Include details of coverage provided, such as time period, parts covered, and any exclusions of the coverage.</p>					
Item No.	Description of Warranty	Cost per Bus			
A.		\$ _____			
B.		\$ _____			
C.		\$ _____			
E.		\$ _____			
F.		\$ _____			

Item No. 1: Lot 1- 77 Passenger Bus (Continued)		
Section III: Exceptions to Technical Specifications (Standard Specifications) Equipment.		
Please list all exceptions to standard specification items:		
<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
Section IV: TOTAL COST OF OWNERSHIP		
Please provide operating estimates based on manufacturer recommendations, including estimates for fuel consumption (in gallons), oil consumption (in quarts), labor hours, and parts costs.		
Note: Total Cost of Ownership will be based on an average useful bus life span of fifteen (15) years for a total of 12,000 miles per year, or a total of 180,000 miles.		
A.	Estimated fuel consumption (gallons):	_____
B.	Estimated oil consumption/replacement (quarts):	_____
Manufacturer Recommended Maintenance Schedule:		
<u>C. Mileage Intervals:</u>	<u>D. Labor Hours:</u>	<u>E. Parts Costs:</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Item No. 1: Lot 1-77 Passenger Bus (Continued)			
Section V: Optional Equipment for 77 Passenger Bus (Item No. 1 – Lot 1)			
Prices shall be entered below as follows: A dollar amount for provision of the option; “NSP” (not separately priced) if the feature is included with another feature or component; and “N/C” (no charge) if the feature is provided at no additional charge.			
Options	Available? (Y/N)	Comments	Impact on Total Cost of Ownership
A. Cost to apply a clear-coat (Vivalon, or equal) to the exterior of the bus.			
B. Cost to provide switch panels illuminated with LED’s instead of self-illuminated switches.			
C. Cost to provide stainless steel drawer-type hardware on battery tray.			
D. Cost to provide a “lifetime” lubricated driveshaft.			
D. Cost to provide Allison’s extended warranty coverage on the transmission.			
F. Onspot Automatic Snow Chains (installed)			
G. Driver’s Overhead Storage Compartment			
H. 42,000 BTU Webasto Heater mounted in outside storage compartment			
I. AGM Batteries (3), Odyssey 31-PC2150, 3450 CCA			

<p>J. Side-Mounted Traffic Warning Lights (“SoundOff Signal”, amber/red LED3, in a dual side-by-side bezel) to be mounted above the entrance door and the driver’s side window. Lights shall work in conjunction with the standard traffic warning light system.</p>			
<p>K. Lap-shoulder belt for each seated position</p>			
<p>L. Automatic emergency braking system (collision avoidance)</p>			

Item No. 1: Lot 1 - 77 Passenger Bus (Continued)

Section VI: Vendor Recommended Options

Offerors are encouraged to recommend options or different specifications that FCPS should consider.

If the option/specification has an impact on Total Cost of Ownership, please provide your comments in the space provided.

VENDOR RECOMMENDED OPTIONS

OPTION DESCRIPTION	COST	IMPACT ON TOTAL COST OF OWNERSHIP
1.	\$ _____	
2.	\$ _____	
3.	\$ _____	
4.	\$ _____	
5.	\$ _____	
6.	\$ _____	

Item No. 1: Lot 1 - 77 Passenger Bus (Continued)**Section VII: Parts Pricing**

Offerors are requested to provide % Discount Off Manufacturer's List Pricing for the types of parts listed below.

	Part Type Description	% Discount
A.	OEM Body parts (body sheets, rub rails, stair wells, etc.)	_____ %
B.	OEM Windows and windshield and windshield glass	_____ %
C.	OEM Brake parts	_____ %
D.	OEM Chassis parts (fuel tanks, etc.)	_____ %
E.	OEM Electrical parts (switches, etc.)	_____ %

Offerors shall submit a sample of pricing pages which are representative of the above parts as part of their offer.

Item No.	Item Description	Qty.	UOM	Base Unit Price	Extension
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Section VIII: 53 Passenger Lift Type C School Bus Item 2 – Lot 2

2.	<p><u>53 Passenger Lift Type C School Bus, Air Conditioned,</u></p> <p><u>Must meet:</u></p> <ul style="list-style-type: none"> • All Virginia Specifications • All Technical Specifications in this Request for Proposal. (Reference: Technical Specifications, Item No. 2 – Lot 2 Standard Specifications) 	25	EA	\$ _____	\$ _____
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Section IX: Additional Extended Warranty. Please describe any additional extended warranties that are available. Include details of coverage provided, such as time period, parts covered, and any exclusions of the coverage.

Item No.	Description of Warranty	Cost per Bus
A.		\$ _____
B.		\$ _____
C.		\$ _____
D.		\$ _____
E.		\$ _____
F.		\$ _____

Item No. 2: Lot 2 - 53 Passenger Lift Type C School Bus (Continued)**Section XII: Optional Equipment for 53 Passenger Lift Type C School Bus (Item No. 2 – Lot 2)**

Prices shall be entered below as follows: A dollar amount for provision of the option; “NSP” (not separately priced) if the feature is included with another feature or component; and “N/C” (no charge) if the feature is provided at no additional charge.

Options	Available? (Y/N)	Comments	Impact on Total Cost of Ownership
A. Cost to apply a clear-coat (Vivalon, or equal) to the exterior of the bus.			
B. Cost to provide switch panels illuminated with LED's instead of self-illuminated switches.			
C. Cost to provide stainless steel drawer-type hardware on battery tray.			
D. Cost to provide a “lifetime” lubricated driveshaft.			
E. Cost to provide Allison's extended warranty coverage on the transmission.			
F. Onspot Automatic Snow Chains (installed)			
G. Driver's Overhead Storage Compartment			
H. 42,000 BTU Webasto Heater mounted in outside storage compartment			
I. AGM Batteries (3), Odyssey 31-PC2150, 3450 CCA			
J. Automatic emergency braking system (collision avoidance)			

Item No. 2: Lot 2 - 53 Passenger Lift Type C School Bus (Continued)

Section XIII: Vendor Recommended Options

Offerors are encouraged to recommend options or different specifications that FCPS should consider.

If the option/specification has an impact on Total Cost of Ownership, please provide your comments in the space provided.

VENDOR RECOMMENDED OPTIONS

OPTION DESCRIPTION	COST	IMPACT ON TOTAL COST OF OWNERSHIP
1.	\$ _____	
2.	\$ _____	
3.	\$ _____	
4.	\$ _____	
5.	\$ _____	
6.	\$ _____	

Item No. 2: Lot 2 - 53 Passenger Lift Type C School Bus (Continued)	
Section XIV: Parts Pricing	
Offerors are requested to provide % Discount Off Manufacturer's List Pricing for the types of parts listed below	
Part Type Description	% Discount
A. OEM Body parts (body sheets, rub rails, stair wells, etc.)	_____ %
B. OEM Windows and windshield and windshield glass	_____ %
C. OEM Brake parts	_____ %
D. OEM Chassis parts (fuel tanks, etc.)	_____ %
E. OEM Electrical parts (switches, etc.)	_____ %

Offerors shall submit a sample of pricing pages which are representative of the above parts as part of their offer.

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The bidder:

is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

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

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

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

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

BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in:

Virginia	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Fairfax County	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- Date business began/will begin work in Fairfax County

A detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County

Signature

Date

Complete and return this form or a copy of your current Fairfax County Business License with your proposal.

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

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

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

Printed Name of
Representative: _____

Signature/Date: _____/_____

Company Name: _____

Address: _____

City/State/Zip: _____

SSN or TIN No: _____

Certification Regarding Ethics in Public Contracting

In submitting this proposal and signing below, Offeror certifies the following in connection with a bid, proposal, or contract:

Check one:

1. I have not given any payment, loan, subscription, advance, monetary deposit, services or anything of more than nominal value to any public employee or official who has official responsibility and authority for procurement transactions.

2. I have given a payment, loan, subscription, advance, monetary deposit, services or anything of more than nominal value to a public employee or official who has official responsibility and authority for procurement transactions, and in exchange I received consideration of substantially equal or greater value.

3. I have given a payment, loan, subscription, advance, monetary deposit, services or anything of more than nominal value to a public employee or official who has official responsibility and authority for procurement transactions, but in exchange I have not received consideration of substantially equal or greater value.

If #2 above is selected, please complete the following:

Recipient: _____

Date of Gift: _____

Description of the gift and its value:

Description of the consideration received in exchange and its value:

Printed Name of Bidder/Offeror Representative: _____

Signature/Date: _____ / _____

Company Name: _____

Company Address: _____

City/State/Zip: _____

This certification supplements but does not replace the requirements set forth in paragraph 64 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation.

Sample Listing of Local Public Bodies

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

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

Complete and return this form with your proposal.

Vendor Name

BUSINESS CLASSIFICATION

DEFINITIONS

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

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

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

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

PROPRIETARY INFORMATION:

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

NOTICE OF PROPRIETARY INFORMATION

**Confidentiality References Protection in Accordance with the Code of Virginia,
Section 2.2-4342F**

Section Title	Page Number	Reason(s) for Withholding from Disclosure

Appendix B
RFP#2000002611

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

- A. This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) partnership. "Reference the Virginia Public Procurement Act,,Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B. This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).
- C. This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in die future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).

RETURN THIS PAGE, IF APPLICABLE



Office of Procurement Services
 8115 Gatehouse Road, Suite 4400
 Falls Church, VA 22042

SUBCONTRACTOR (S) NOTIFICATION FORM

Contract Number/Title: _____

Prime Contractors Name: _____

Prime Contractor's Classification: _____

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

Please check here if you are not using a subcontractor: _____

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

Complete and return this form with your proposal.



Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042

AUG 09 2018

ADDENDUM NO. 1

TO: ALL PROSPECTIVE OFFERORS
REFERENCE: RFP#2000002611
FOR: School Buses and Related Parts & Services
CLOSING DATE/TIME: August 17, 2018 @ 2:00 p.m.

RFP CLARIFICATIONS:

The following are responses to questions received via e-mail and at the Pre-proposal Conference held on December 10, 2009.

Q1. How does FCPS handle exceptions? Ex: Sound off lights?

A1. Exceptions would be evaluated by the Selection Advisory Committee.

Q2. How does the "Approved 'Or Equal'" process work?

A2. The Selection Advisory Committee would evaluate the "or equal" item to ensure that it meets FCPS requirements.

Q3. Does FCPS require the tether strap or just the ISO latches on the seat?

A3. No tether strap is required.

Q4. Heater valves under the seat are requested to be "easily accessible to the driver," but where exactly?

A4. Heater valves located under the hood with easy access for the driver would be acceptable.

Q5. Would this proposal include doing body repair and paint repair on school buses and other vehicles?

A5. Vehicle painting and body repair are not part of this solicitation.

All other terms and conditions remain unchanged.

Laila Sultan
Coordinator, Purchasing & Contracts

*Best
8/9/18*

Addendum No. 1
RFP#2000002611
Page 2 of 2

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

Name of Firm

(Signature)

(Date)

RETURN A SIGNED ORIGINAL AND COPIES AS REQUESTED IN THE SOLICITATION.

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



Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042

AUG 15 2018

ADDENDUM NO. 2

TO: ALL PROSPECTIVE OFFERORS
REFERENCE: RFP#2000002611
FOR: School Buses and Related Parts & Services
CLOSING DATE/TIME: August 17, 2018 @ 2:00 p.m.

RFP MODIFICATIONS:

The referenced Request for Proposal is amended as follows:

1. Addendum #1 included the sentence "The following are responses to questions received via e-mail and at the Pre-proposal Conference held on December 10, 2009." The correct date is July 31, 2018.
2. Replace Special Provisions Paragraph 23.4 with the following:

23.4 Indemnification: Article 57 of the General Conditions and Instruction to Bidders (Appendix A) shall apply.
3. Replace Special Provisions Paragraph 25.3 with the following:

25.3. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 25.2, a-e. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.
4. Replace Special Provisions Paragraph 35.1 with the following:

35.1 Reference Paragraph 70, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the resultant contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to another public body will have no effect on consideration of your offer. (See Appendix B for sample listing).
5. Replace Appendix A, General Conditions and Instructions to Bidders with the attached Appendix A.

✓
8-15-18

Addendum No. 1
RFP#2000002611
Page 2 of 15

All other terms and conditions remain unchanged.



Laila Sultan
Coordinator

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

Name of Firm

(Signature)

(Date)

RETURN A SIGNED ORIGINAL AND COPIES AS REQUESTED IN THE SOLICITATION.

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

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Appendix A
RFP#2000002611

COUNTY OF FAIRFAX

COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

Addendum No. 1
RFP#2000002611
Page 4 of 15

CONDITIONS OF BIDDING

3. **BID FORMS:** Unless otherwise specified in the solicitation, all bids must be (i) submitted on the forms provided by the County, including the bid Cover Sheet and Pricing Schedule(s); (ii) properly signed in ink in the identified spaces; and (iii) submitted in a sealed envelope or package.

If the bid prices or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

4. **LATE BIDS & MODIFICATIONS OF BIDS:**
- a. Bids or proposals received after the date and time specified for receipt in the solicitation will not be considered.
 - b. **If an emergency, unanticipated event, or closing of County offices interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, then bids will be due at the same time of day specified in the solicitation on the first work day that normal County business operations resume.**
 - c. The official time used for receipt of bids/modifications is the time and date stamp clock located in the Department of Procurement & Material Management. No other clocks, calendars or timepieces are recognized. All bidders must ensure all bids/modifications are received prior to the scheduled due date/time.
5. **WITHDRAWAL OF BIDS:** Bids shall be withdrawn only as set forth in the Fairfax County Purchasing Resolution.
6. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if its bid is accepted.
7. **LABELING OF BIDS:** All bids and proposals submitted in response to a County solicitation must be submitted in a sealed envelope or package identified with the solicitation number, title, and bidder's name and address clearly marked on the outside of the envelope or package.
8. **ACCEPTANCE OF BIDS/BINDING 90 DAYS:** Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.
9. **CONDITIONAL BIDS:** Conditional bids may be rejected in whole or in part.
10. **BIDS FOR ALL OR PART:** The Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict its bid to consideration in the group aggregate by so stating, but must name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
11. **AREA BIDS:** For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.
12. **RECEIPT OF BIDS:** Bids received prior to the time of opening will be securely kept, unopened by the County. No responsibility will attach to the Purchasing Agent or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered by the County.
13. **BID OPENING:** All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 63, General Conditions and Instructions to Bidders. The Purchasing Agent's representative assigned to open the bids will decide when the specified time for bid opening has arrived. Tabulations of bids received are posted on the County's website at: <http://www.fairfaxcounty.gov/procurement/bid-tab>
- Proposals received in response to a Request for Proposal (RFP) will be made available as provided in Paragraph 63, General Conditions and Instructions to Bidders.
14. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation that clearly necessary for the operation and completion of such equipment, but are: (i) not fully described by the County; or (ii) are omitted by the County from such specification, shall be considered a part of such equipment even if not directly specified or called for in the specifications.

If a bidder finds discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, it shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

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15. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by a bidder, directly or indirectly, all such bids may be rejected. A bidder who has quoted prices on work, materials, or supplies to a bidder is not disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
16. **TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K.
17. **PROHIBITION AGAINST UNIFORM PRICING:** The Purchasing Agent encourages open and competitive bidding by all possible means and endeavors to obtain the maximum degree of open competition on all purchase transactions using the methods of procurement authorized by the Fairfax County Purchasing Resolution. Each bidder, by virtue of submitting a bid, guarantees that it has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

SPECIFICATIONS

18. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the contract specialist whose name appears on the face of the solicitation no later than five working dates before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract specialist.
19. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired. Any article that the County in its sole discretion determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible for clearly and specifically identifying the product being offered and providing sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make, or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.
20. **SPECIFICATIONS:** When a solicitation contains a specification that states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

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

AWARD

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

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

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

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Page 6 of 15

- i. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
 - j. Such other information as may be secured by the Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of non-responsibility, the Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.
22. **NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS:** A written award (or Acceptance Agreement) mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the solicitation shall result in a binding contract. The following documents, which are included in the solicitation, are incorporated by reference in and made part of the resulting contract:
 - a. County of Fairfax Solicitation Form (Cover Sheet) and other documents which may be incorporated by reference, if applicable
 - b. Acceptance Agreement
 - c. General Conditions and Instructions to Bidders
 - d. Special Provisions and Specifications
 - e. Pricing Schedule
 - f. Any Addenda/Amendments/Memoranda of Negotiations
23. **TIE-BIDS:** If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of re-advertisement for bids, the Purchasing Agent is authorized to award the contract to the tie bidder that has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.
24. **PROMPT PAYMENT DISCOUNT:**
 - a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
 - b. If a discount for prompt payment is allowed, the discount period will begin on the date of receipt of a properly completed invoice or acceptance of materials or services, whichever is later.
 - c. For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements.

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

CONTRACT PROVISIONS

28. **TERMINATION OF CONTRACTS:** Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
 - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
 - b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

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29. **TERMINATION FOR CONVENIENCE:** A contract may be terminated in whole or in part by the County in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.
30. **TERMINATION OF CONTRACT FOR CAUSE:**
- a. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the County shall have the right to terminate the contract. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
 - b. Termination of the Contract for Cause does not relieve the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.
31. **CONTRACT ALTERATIONS:** No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or her authorized agent.
32. **SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS:** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign its right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from its obligations or change the terms of the contract.
33. **FUNDING:** The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.
34. **DELIVERY/SERVICE FAILURES:** If a Contractor (i) fails to deliver goods or services within the time specified or within a reasonable time as interpreted by the Purchasing Agent; or (ii) fails to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by the Purchasing Agent, then the Purchasing Agent shall have the authority to purchase in the open market goods or services of comparable grade or quality to replace goods or services not delivered or rejected. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.
35. **NON-LIABILITY:** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the reasonable control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at her discretion terminate the contract.
36. **NON-DISCRIMINATION:** During the performance of this contract, the Contractor agrees as follows:
- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient

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for the purpose of meeting the requirements of this section.

- d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- e. Contractor shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended. Contractor shall further require that all of its subcontractors will comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

37. SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS USE:

- a. It is the declared policy of the County of Fairfax, through its Small and Minority Business Enterprise Program, that Fairfax County and its employees undertake every effort to increase opportunity for use of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- b. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
- c. Where Federal grants or monies are involved, it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as they pertain to small and minority business use.

38. GUARANTEES & WARRANTIES: All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before contract execution. Unless otherwise stated, manufacturer's standard warranty applies.

39. PRICE REDUCTION: If the Contractor makes a general price reduction for any material covered by the solicitation to customers generally, an equivalent price reduction shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers (i.e., wholesalers, jobbers, or retailers), which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price is not a "general price reduction" under this provision. The Contractor shall submit its invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor will also within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. **FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT.**

40. CHANGES: If in the Purchasing Agent's opinion, it becomes proper or necessary in the execution of this contract to make any change in design, or to make any alterations that will increase the expense, the Purchasing Agent shall determine an equitable adjustment to the Contractor's compensation.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor are first expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

41. PLACING OF ORDERS: Orders against contracts will be placed with the Contractor by Purchase Order or Procurement Card (P-Card) executed and released by the Purchasing Agent or their designee. When a Blanket Purchase Order has been released

by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

42. SHIPPING INSTRUCTIONS - CONSIGNMENT: Unless otherwise specified in the solicitation each case, container, package, etc., delivered under the contract must be plainly marked, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

43. RESPONSIBILITY FOR MATERIALS OR GOODS TENDERED: Unless otherwise specified in the solicitation, the Contractor is responsible for the materials or supplies covered by the contract until they are delivered at the delivery point designated by the County. The Contractor bears all risk of loss on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at its risk and expense or dispose of them as the County's own property.

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44. **INSPECTIONS:** Inspection and acceptance of materials or supplies will be made after delivery at the designated destinations unless otherwise stated. If inspection is made after delivery at the designated destination, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection is conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
45. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the contract or as directed by the Purchasing Agent when not in conflict with the contract. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. If the Contractor claims the delay in receipt of goods was caused by the County, the Contractor must provide evidence satisfactory to the Purchasing Agent supporting the Contractor's claim. Any request for extension of delivery time from that specified in the contract must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. If the Contractor is delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See contract for the individual instructions.
46. **POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
47. **ADDITIONAL CHARGES:** Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.
48. **METHOD AND CONTAINERS:** Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers that are constructed to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.
49. **REPLACEMENT:** Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.
50. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments must be accompanied by Packing Slips or Delivery Tickets and must contain the following information for each item delivered:
 - a. The Purchase Order Number,
 - b. The Name of the Article and Stock Number (Supplier's),
 - c. The Quantity Ordered,
 - d. The Quantity Shipped,
 - e. The Quantity Back Ordered,
 - f. The Name of the Contractor.

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

BILLING

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

PAYMENTS

52. **PAYMENT:** Payment shall be made after satisfactory performance that is in accordance with all provisions of the contract, and upon receipt of a properly completed invoice. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any subsequent modifications.
53. **PARTIAL PAYMENTS:** Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.
54. **PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING:** When equipment requires installation (which includes erection, setting up or placing in position, service, or use) and testing, and the installation or testing is delayed, payment may be made based on 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to

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be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made based on 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

55. **GENERAL GUARANTY:** Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Warrant that when the contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
- c. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- d. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- e. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.
- f. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

56. **SERVICE CONTRACT GUARANTY:** Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions of those documents provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable government rules, regulations, methods, and procedures.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. The County is under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

57. **INDEMNIFICATION:**

- a. General Indemnification: Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees and volunteers against Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this Section, a Claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract.
- b. Intellectual Property Indemnification: In addition to the General Indemnification, Contractor will indemnify the County for and defend the County against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor's products, software, services, or deliverables. Contractor must indemnify the County for any loss, damage, expense or liability, including costs and reasonable attorney's fees that may result by reason of any such claim.

In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this Paragraph 58, Contractor must at its expense and within a reasonable time: (a) obtain a right for the County to continue using such products and software, or allow Contractor to continue performing the Services; (b) modify such products, software, services or deliverables to make them non-infringing; or (c) replace such products or software with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify the County and accept the return of the products, software, services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to the County the price paid to Contractor for

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such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing in Paragraph 58, however, relieves the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract related to a third-party infringement claim.

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

58. OFFICIALS NOT TO BENEFIT:

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

59. **LICENSE REQUIREMENT:** All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: <https://www.fairfaxcounty.gov/taxes/business/understanding-bpol-tax>. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.
60. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
61. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
62. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
 - a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records

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shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

- c. Trade secrets or proprietary information submitted by a bidder, offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.
- e. The County cannot maintain as confidential any information, data, or records obtainable through the Virginia Freedom of Information or similar law. This includes records or information that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F).

BIDDER/CONTRACTOR REMEDIES

63. INELIGIBILITY:

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

64. APPEAL OF DENIAL OF WITHDRAWAL OF BID:

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

65. APPEAL OF DETERMINATION OF NONRESPONSIBILITY:

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County

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contract shall be notified in writing by the Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.

- b. If, upon appeal, it is determined that the decision of the Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has

begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

66. PROTEST OF AWARD OR DECISION TO AWARD:

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

67. CONTRACTUAL DISPUTES:

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

68. LEGAL ACTION: No bidder, offeror, potential bidder or offeror, or Contractor shall institute any legal action until all statutory requirements have been met.

69. VENUE: This contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with this contract or its performance must be brought in the applicable court of Fairfax County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.

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70. **COOPERATIVE PURCHASING:** The County or any entity identified in the Fairfax County Purchasing Resolution, Article 1, Section 3 may participate in, sponsor, conduct or administer a cooperative procurement agreement as set forth in the Fairfax County Purchasing Resolution.
71. **DRUG FREE WORKPLACE:** During the performance of a contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
72. **IMMIGRATION REFORM AND CONTROL ACT:** Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
73. **AUDIT OF RECORDS:** The parties agree that County or its agent must have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to the Contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor must include this requirement in all subcontracts related to this Contract.
74. **NONVISUAL ACCESS:** All information technology, which is purchased or upgraded by the County under this contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:
- a. Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;
 - b. the technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;
 - c. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
 - d. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.
 - e. Compliance with the nonvisual access standards set out this Section is not required if the Board of Supervisors determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

APPROVED:

/S/ Elizabeth D. Teare
COUNTY ATTORNEY

/S/ Cathy A. Muse
COUNTY PURCHASING AGENT

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