



**ADDITIONAL USER CONTRACT  
GMU-CM0703-24**

In accordance with §6 of the *Governing Rules* it is the intent of George Mason University to access the contract listed below incorporating the Scope of Work as mutually agreed by both parties.

**DATE:** July 9, 2024

**CONTRACT TITLE:** Original Equipment Manufacturer (OEM) Parts, Service and Warranty Work (Cars and Trucks)

**CONTRACT ORIGIN:** Fairfax County

**RFP/IFB/CONTRACT NO:** 4400012634

**CONTRACTOR:** **K. Neal International Trucks, Inc.**  
dba K. Neal Truck & Bus Center  
5000 Tuxedo Road  
Hyattsville, MD 20781

**CONTRACT PERIOD:** July 9, 2024 to June 16, 2026 with Three (3) successive one-year renewal options. This Contract can be renewed at Mason's discretion if Fairfax County elects to renew 4400012634.

**SCOPE OF WORK:** Contractor shall provide Original Equipment Manufacturer (OEM) Parts, Services and Warranty Work (Cars and Trucks) for George Mason University in accordance with this Additional User Contract and Fairfax County contract 4400012634.

**CONTRACT ADMINISTRATOR:** Scott Lester, Supervisor, Automotive Shop, Facilities, [jlester3@gmu.edu](mailto:jlester3@gmu.edu).

**PRICING & PAYMENT SCHEDULE:**

See Attachment A

Travel and parking costs will not be reimbursed by Mason under this Contract.

Paymode-X, Net30. <http://www.paymode.com/gmu>. Contractor should submit invoices directly to [facmgtap@gmu.edu](mailto:facmgtap@gmu.edu) to avoid delays in payment. Invoices must reference a Mason Purchase Order number. All payments will be made Net 30 after services rendered or when received at [facmgtap@gmu.edu](mailto:facmgtap@gmu.edu), whichever is later.

**CONTRACT DOCUMENTS IN ORDER OF PRECEDENCE:**

- A. This signed Additional User Contract GMU-XXX-XX;
- B. Attachment A - (attached);
- C. Fairfax County Standard Contract, 4400012634 (attached).

**ADDITIONAL TERMS AND CONDITIONS:**

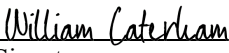
- A. **BACKGROUND CHECKS:** Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [University Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.

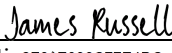
- B. **CLAIMS:** Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim 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.
  - 1. The Contractor must submit written claim to:  
Chief Procurement Officer  
George Mason University  
4400 University Drive, MSN 3C5  
Fairfax, VA 22030
  - 2. The Contractor must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
  - 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail their decision to the Contractor within 60 days after receipt of the claim.
  - 4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- C. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit Mason from acquiring the same or similar goods and/or services from other entities or sources.
- D. **REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES:** Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>."

IN WITNESS WHEREOF, this Contract has been executed by an authorized representative of each party as of the date set forth beneath such party's designated representative's signature.

**K. Neal International Trucks, Inc**

**George Mason University**

DocuSigned by:  
  
 Signature  
 Name: william Caterham  
 Title: COO  
 Date: 7/10/2024

DocuSigned by:  
  
 Signature  
 Name: James Russell  
 Title: Purchasing Director  
 Date: 7/9/2024



# County of Fairfax, Virginia

## NOTICE OF AWARD

Date of Award: 6/17/2024

**CONTRACT TITLE:** Original Equipment Manufacturer (OEM) Parts, Service and Warranty Work (Cars and Trucks)

**SOLICITATION NUMBER:** IFB 2000003903

**CONTRACT TYPE:** Requirement Contract (RQ)

**CONTRACT NUMBER(S):** See Below

**NIGP CODE:** 06066 Parts / 92815 Service

**CONTRACT PERIOD:** Two Years from Date of Award

**RENEWALS:** Three (3) One-Year Options

**SUPERSEDES CONTRACTS:** 4400009055, 4400009056, 4400009057, 4400009060, 4400009063, 4400009125, 4400009128, 4400009130, and 4400010798.

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

<b><u>CONTRACTOR:</u></b>	<b><u>SUPPLIER CODE:</u></b>	<b><u>CONTRACT NO:</u></b>
Packer Norris Parts 8800 Citation Road Baltimore, MD 21221	1500062592	<b>4400012630</b>
Contact: Dennis Boyle		
Telephone: 410-574-8305		
E-mail: <a href="mailto:parts@packernorrisparts.com">parts@packernorrisparts.com</a>		

**Delivery Terms:** Non-Stock Delivery: 1-3 Days ARO  
Special Order Delivery: 1-3 Days ARO

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





Notice of Award  
OEM Part, Service and Warranty Work (Cars & Trucks)  
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**PRICING SCHEDULE**

Mon Mothma, LLC 1000051478 **4400012637**  
dba Ourisman Ford of Manassas  
9080 Mathis Ave  
Manassas, VA 20110

Contact: Christopher Shepard  
Telephone: 703-368-3480  
E-mail: [christopher.shepard@ourisman.com](mailto:christopher.shepard@ourisman.com)

Delivery Terms: Non-Stock Delivery: 1-2 Days ARO  
Special Order Delivery: 1-2 Days ARO

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Hanoley Motor Co, Inc. 10000xxxxx **4400012638**  
dba Safford C/J/D Ram Fiat of Springfield  
7611 Loisdale Rd  
Springfield, VA 22150

Contact: Jay Cunningham  
Telephone: 703-866-1700  
E-mail: [gtomlin@saffordauto.com](mailto:gtomlin@saffordauto.com)

Delivery Terms: Non-Stock Delivery: 1 Day ARO  
Special Order Delivery: 2 Days ARO

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TERMS: Net 30 Days – All Contractors

FOB: Destination

PRICES: See Attached Pricing Schedule

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

Notice of Award  
OEM Part, Service and Warranty Work (Cars & Trucks)  
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ORDERING INSTRUCTIONS:

The Department of Vehicles Services (DVS) may enter into FOCUS (Fairfax County Unified Systems) a shopping cart indicating the item/service required, the quantity, the payment terms and the delivery date. The shopping cart must be annotated with the contract number. Requests exceeding the small purchase threshold (\$10k) will be routed to DPMM and a purchase order will be executed.

DocuSigned by:



5A2538E3B1054D1...  
Chan Park

Contract Specialist I

DISTRIBUTION:

Finance – Accounts Payable/e  
DVS – Jaime Martinez/e

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

Notice of Award  
 OEM Part, Service and Warranty Work (Cars & Trucks)  
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**PRICING SCHEDULE**

<b>Part I – Parts (excluding engines and transmissions)</b>			
<b>Item No.</b>	<b>Manufacturer Brand Name</b>	<b>Disc.</b>	<b>Contractor</b>
1.	Allison	30%	Primary – K. Neal Truck & Bus
		20%	Secondary – Johnson Truck Center
2	Autocar	<b>NO AWARD</b>	
3.	Chrysler/Dodge/Jeep	35%	Primary - Delcoline
		25%	Secondary – Safford Dodge
4.	Cummins	25%	Primary – K. Neal Truck & Bus
		25%	Secondary – Kingmor Supply
5.	Detroit	10%	Johnson Truck Center
6.	Ford Light Duty (E/F-350 and smaller)	39%	Primary – Packer Norris Parts
		38.70%	Secondary – Malloy
7.	Ford Medium Duty (E/F-450 and larger)	39%	Primary – Packer Norris Parts
		38.70%	Secondary – Malloy
8.	Freightliner	35%	Johnson Truck Center, LLC
9.	General Motors Light Duty	35%	Delcoline
10.	General Motors Medium Duty	35%	Delcoline
11.	IHC/Navistar	44%	Primary – K. Neal Truck & Bus
		41%	Secondary – Kingmor Supply
		41%	Secondary – Highway Motors
12.	Isuzu	35%	K. Neal Truck & Bus

Notice of Award  
 OEM Part, Service and Warranty Work (Cars & Trucks)  
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**PRICING SCHEDULE**

<b><u>Part I – Parts (excluding engines and transmissions)</u></b>			
<b>Item No.</b>	<b>Manufacturer Brand Name</b>	<b>Disc.</b>	<b>Contractor</b>
13	Mack	<b>NO AWARD</b>	
14.	Nissan	<b>NO AWARD</b>	
15.	Paccar (Kenworth/Peterbilt)	<b>NO AWARD</b>	
16.	Sterling	<b>NO AWARD</b>	
17.	Thomas	<b>NO AWARD</b>	
18.	Volvo	<b>NO AWARD</b>	
19.	Western Star	35%	Johnson Truck Center

For delivery terms, see contractor information starting on page 1

Notice of Award  
 OEM Part, Service and Warranty Work (Cars & Trucks)  
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**PRICING SCHEDULE**

**Part II – Service/Warranty.**

North County Facilities – Jermantown and West Ox  
South County Facilities – Alban and Newington

Item No.	Manufacturer	Labor Rate Per/Hr.	Percentage (%) discount off Mfg. list price for service work parts	Contractor
1.	Allison	\$129.00	30%	Primary – K. Neal Truck & Bus
		\$158.40	20%	Secondary - Johnson Truck Center
2.	Autocar	<b>NO AWARD</b>		
3.	Chrysler/Dodge/Jeep	\$169.99	25%	Safford Dodge
4.	Cummins	\$109.00	25%	Primary – Kingmor Supply
		\$129.00	25%	Secondary – K. Neal Truck & Bus
5.	Detroit	\$158.40	10%	Johnson Truck Center
6.	Ford Light Duty (E/F-350 and smaller)	\$110.00	38.50%	Primary – Ourisman Ford
		\$129.00	0%	Secondary – K. Neal Truck & Bus
7.	Ford Medium Duty (E/F-450 and larger)	\$129.00	0%	Primary - K. Neal Truck & Bus
		\$140.00	38.50%	Secondary – Ourisman Ford
8.	Freightliner	\$129.00	0%	K. Neal Truck & Bus
		\$158.40	35%	Johnson Truck Center
9.	General Motors Light Duty	\$129.00	0%	K. Neal Truck & Bus
10.	General Motors Medium Duty	\$129.00	0%	K. Neal Truck & Bus
11.	IHC/Navistar	\$109.00	41%	Primary – Kingmor Supply
		\$129.00	44%	Secondary – K. Neal Truck & Bus
12.	Isuzu	\$129.00	35%	K. Neal Truck & Bus

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 OEM Part, Service and Warranty Work (Cars & Trucks)  
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**PRICING SCHEDULE**

**Part II – Service/Warranty.**

North County Facilities – Jermantown and West Ox  
South County Facilities – Alban and Newington

Item No.	Manufacturer	Labor Rate Per/Hr.	Percentage (%) discount off Mfg. list price for service work parts	Contractor
13.	Mack	<b>NO AWARD</b>		
14.	Nissan	<b>NO AWARD</b>		
15.	Paccar (Kenworth/Peterbilt)	<b>NO AWARD</b>		
16.	Sterling	<b>NO AWARD</b>		
17.	Thomas	\$129.00	0%	K. Neal Truck & Bus
18.	Volvo	<b>NO AWARD</b>		
19.	Western Star	\$158.40	35%	Johnson Truck Center

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 OEM Part, Service and Warranty Work (Cars & Trucks)  
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<b>Part III – Engines and Transmissions Only.</b>			
<b>Item No.</b>	<b>Manufacturer Brand Name</b>	<b>Disc.</b>	<b>Contractor</b>
1.	Allison	45%	Primary – K. Neal Truck & Bus
		20%	Secondary - Johnson Truck Center
2	Autocar	<b>NO AWARD</b>	
3.	Chrysler/Dodge/Jeep	35%	Primary - Delcoline
		25%	Secondary – Safford Dodge
4.	Cummins	25%	Primary – Kingmor Supply
		20%	Secondary - Johnson Truck Center
5.	Detroit	10%	Johnson Truck Center
6.	Ford Light Duty (E/F-350 and smaller)	38.70%	Primary – Malloy
		35%	Secondary – Delcoline
7.	Ford Medium Duty (E/F-450 and larger)	38.70%	Primary – Malloy
		35%	Secondary – Delcoline
8.	Freightliner	35%	Johnson Truck Center, LLC
9.	General Motors Light Duty	35%	Delcoline
10.	General Motors Medium Duty	35%	Delcoline
11.	IHC/Navistar	28%	Primary – K. Neal Truck & Bus
		25%	Secondary – Kingmore Supply
12.	Isuzu	30%	K. Neal Truck & Bus
13	Mack	<b>NO AWARD</b>	

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 OEM Part, Service and Warranty Work (Cars & Trucks)  
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**PRICING SCHEDULE**

<b><u>Part III – Engines and Transmissions Only.</u></b>			
<b>Item No.</b>	<b>Manufacturer Brand Name</b>	<b>Disc.</b>	<b>Contractor</b>
14.	Nissan	<b>NO AWARD</b>	
15.	Paccar (Kenworth/Peterbilt)	<b>NO AWARD</b>	
16.	Sterling	<b>NO AWARD</b>	
17.	Thomas	<b>NO AWARD</b>	
18.	Volvo	<b>NO AWARD</b>	
19.	Western Star	35%	Johnson Truck Center



# County of Fairfax, Virginia

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

Date of Award: 6/17/2024

K. Neal International Trucks, Inc.  
Dba K. Neal Truck & Bus Center  
5000 Tuxedo Road  
Hyattsville, MD 20781

Attention: William C Caterham, COO

Reference: IFB 2000003903; OEM Parts, Services & Warranty Work (Cars and Trucks)

### Acceptance Agreement

**Contract Number: 4400012634**

This Acceptance Agreement signifies a contract award for OEM Parts, Service and Warranty Work (Cars and Trucks), as indicated below:

**PRIMARY AWARD:**

Part I: Parts (Excluding Engines & Transmissions):

- Line Item 1 – Allison Transmissions
- Line Item 4 - Cummins
- Line Item 11 – IHC/Navistar
- Line Item 12 - Isuzu

Part II: Services/Warranty:

- Line Item 1 – Allison Transmissions
- Line Item 7 – Ford Medium Duty (E/F-450 and larger)
- Line Item 8 – Freightliner
- Line Item 9 – General Motors Light Duty (3500 and smaller)
- Line Item 10 – General Motors Medium Duty (4500 and larger)
- Line Item 11 – IHC/Navistar
- Line Item 12 – Isuzu
- Line Item 17 - Thomas

Part III: Engines and Transmissions Only:

- Line Item 1 – Allison Transmissions
- Line Item 11 – IHC/Navistar
- Line Item 12 - Isuzu

**SECONDARY AWARD:**

Part II: Services/Warranty:

- Line Item 4 - Cummins
- Line Item 6 – Ford Light Duty (E/F-350 and smaller)
- Line Item 11 – IHC/Navistar

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**Department of Procurement & Material Management**

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

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

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

Acceptance Agreement  
4400012634  
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The period of the contract shall be from Date of Award through 6/16/2026, with three (3) one-year renewal options.

Note: that the Secondary Award listed shall be used only for urgent requests where the Primary Award cannot meet the stated delivery requirement. Documentation from the Primary Award stating they cannot meet the response requirement must be obtained prior to contacting the Secondary Award.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The Terms and Conditions of IFB 2000003903; and
- 3) Your Bid dated March 08, 2024.

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

DocuSigned by:

*Lee Ann Pender*

E239B762E600405...  
Lee Ann Pender

Director/County Purchasing Agent

**IMPORTANT NOTICE**

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

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

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

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

## SPECIAL PROVISIONS

**1. SCOPE:**

1.1. The purpose of this solicitation is to establish a term contract(s) with distributors for Original Equipment Manufacturer (OEM) Parts, Service, and Warranty Work (Cars and Trucks) for the County of Fairfax for the requirements listed in this solicitation.

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

- Vendors Legal Authorized Signature (DPMM30 cover sheet)
- Bonfire Bid Table, Pricing Schedule Part 1 (BT-37KM)
- Bonfire Bid Table, Pricing Schedule Part 2 (BT-25DI)
- Bonfire Bid Table, Pricing Schedule Part 3 (BT-34SZ)

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

1.3. Bidders should include the following with their bid:

- Attachment A
- Documentation from OEM authorizing them to distribute OEM parts and/or service (include authorization to complete warranty work)
- Provide detailed Parts and Labor Warranty information

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

**2. BACKGROUND:**

2.1. The current contracts can be viewed on the County's contract register at <http://www.fairfaxcounty.gov/cregister/> by entering contract numbers 4400009055, 4400009056, 4400009057, 4400009060, 4400009063, 4400009125, 4400009128, 4400009130, and 4400010798 in the contract number field.

**3. PRE-BID CONFERENCE:**

3.1. An optional pre-bid conference will be held on **February 20<sup>th</sup>, 2024**, at **10:00 A.M.** will be held online via Microsoft Teams. Bidders wishing to participate will need to register using the following links below:

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 271 916 790 969

Passcode: 92QZxD

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 571-429-5982,,587090186#](#) United States, Arlington

Phone Conference ID: 587 090 186#

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

[Learn More](#) | [Meeting options](#)

## SPECIAL PROVISIONS

- 3.2. The purpose of the pre-bid conference is to give potential bidders an opportunity to ask questions and to obtain clarification about any aspect of this IFB. Bidders may submit any questions pertaining to the IFB, in writing to [dpmteam1@fairfaxcounty.gov](mailto:dpmteam1@fairfaxcounty.gov).

**4. PERIOD OF CONTRACT:**

- 4.1. The initial period of this contract shall be for the term of two (2) years, with the option to renew for three (3) additional one-year options.
- 4.2. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's Purchasing Department. The County reserves the right to renew the contract for three (3) additional one (1) year periods based on satisfactory contractor performance and if agreeable to all parties.
- 4.3. The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this Invitation for Bid is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during 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.

**5. PRICES AND PRICE ADJUSTMENT:**

- 5.1. All prices/discounts shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract.
- 5.2. If labor rates are requested, the rates specified by the bidder shall include all direct and indirect overhead costs including but not limited to transportation, general and administrative cost, etc. Labor rates will be paid on the basis of time at the site.
- 5.3. **All percentage discounts provided in Part I, Part II and Part III will remain firm throughout the term of the contract.**
- 5.4. The Contractor agrees that for unit price contracts, prices shall remain firm for 365 days. Price increases may be considered once, annually. Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. The contractor shall fill all orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics index, change in manufacturer's price, etc.)
- 5.5. Price decreases shall be made in accordance with paragraph 40 of the General Conditions and Instructions to Bidders.

## SPECIAL PROVISIONS

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

- 6.1. The quantities specified in this solicitation are estimates only and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be ordered since the actual volume will depend upon requirements that develop during the contract period.
- 6.2. Authorized individuals will place orders for specific quantities of items covered in the resultant contract, as requirements arise. Please refer to the Special Provisions paragraph entitled, METHOD OF ORDERING.

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

- 7.1. Fairfax County requires that delivery be made at destination within the shortest time frame possible. Delivery is required within one business day for stock items ordered under **Part I** and **Part 3** of the Bid Table, unless other arrangements are authorized per section 7.4 of these Special Provisions. Bidders must insert a definitive time frame, IN DAYS, on the Pricing Schedule within which delivery will be made after receipt of order (ARO) for all non-stock and special-order items. Indefinite terms such as "promptly," "stock," "without delay," etc., will not be given consideration. FAILURE TO PROVIDE A DEFINITIVE DELIVERY TIME WILL RESULT IN THE DISQUALIFICATION OF THE BIDDERS' BID FOR THE ITEM SPECIFIED.
- 7.2. The place of delivery of items ordered under this contract shall be agreed upon between the authorized representative placing the order and the Contractor at the time the order is placed. Deliveries will be made to various locations in Fairfax County between the hours of 7:00 AM to 1:30 PM and 2:30 PM to 6:00 PM. on regular County business days unless other arrangements have been made. Vendor or Carrier is responsible for unloading all merchandise and placing it at ground level.
- 7.3. The County may pick up orders from the vendor when it is in the best interest of the County. In these instances, the Contractor shall release the materials only to the designated representatives of the County Agency authorized to place and pick up orders.
- 7.4. The Department of Vehicle Services (DVS) may authorize the contractor to expedite parts deliveries through air freight, UPS, transit bus or other method for speedy delivery of critical parts. This authorization will only be granted on an exception basis. The County will pay the cost of special shipping.
- 7.5. Should any order take longer than the stated delivery time listed in 7.1, for stock items, or the delivery time provided by the Bidder on the Bid Table, for nonstock and special-order items, notification must be provided before the original window has expired so that County personnel can pursue other options to procure the item in an agreeable timeframe.

**8. QUOTATION LIMITATION:**

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

## SPECIAL PROVISIONS

**9. INTERPRETATION OF BID:**

9.1. Any questions pertaining to this solicitation shall be directed to:

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

**10. SUBMISSION OF BIDS:**

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

**11. QUESTIONS AND ADDENDA:**

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

## SPECIAL PROVISIONS

**12. BID OPENING:**

- 12.1. All bids received in response to an Invitation for Bid (IFB) will be opened at the date and time specified, read publicly, and made available for inspection as provided in paragraph 13, General Conditions and Instructions to Bidders. Bidders may view the bid opening on March 11<sup>th</sup>, 2024, 2:00 P.M. by Microsoft Teams conferencing. Please join by registering using the link below:

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 216 389 023 115

Passcode: jPycRZ

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 571-429-5982,,990285432#](#) United States, Arlington

Phone Conference ID: 990 285 432#

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

[Learn More](#) | [Meeting options](#)

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

**13. AREA BID:**

- 13.1. For Part II of the Service Section only, the County will award a primary, and possibly a secondary, vendor to the North and South end of the County. DVS facilities at Jermantown and West Ox will compose the North end, and Alban and Newington the South end. The addresses of the facilities are listed below:

Alban Facility – 7245 Fullerton Rd.,  
Springfield, VA 22150 Jermantown Facility–  
3609 Jermantown Rd., Fairfax, VA 22030

Newington Facility – 8201 Cinder Bed Rd.,  
Lorton, VA 22079 West Ox – Facility 4620  
West Ox Rd., Fairfax, VA 22030

- 13.2. All vendors bidding on these requirements must be within a 20-mile radius from a facility for light vehicles and within a 50-mile radius from a facility for medium and heavy-duty vehicles. Mileage will be based on a Google Maps calculation from the nearest facility.

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

- 14.1. Manufacturers listed in the solicitation (bid table, Part 1, Parts excluding engines and transmissions) will be awarded to the most responsive and responsible bidder providing the highest percentage discount from Manufacturer's List Price. The County reserves the right to award the contract by Manufacturer or to make a Primary and Secondary award, based on what the County determines to be in its best interest.

SPECIAL PROVISIONS

Where basis of award is "discount from Price List, the Price List Sheets shall be the currently published National Standard Manufacturer's Price Lists or the current Vendor's Retail Price Sheet. Each Bidder shall quote the percentage of discount from the Price List cited above and shall furnish a copy with their bid submission or provide access to an electronic catalog per paragraph 15.1.a.. The percentage discount, bid by each bidder, must be a single percentage discount applicable to all PARTS and/or EQUIPMENT (excluding engines and transmissions) items.

- 14.2. Items listed in this solicitation (bid table, Part 2, Services/Warranty) will be awarded to the lowest responsive and responsible bidder meeting specifications. The County reserves the right to award the contract by Manufacturer or to make a Primary and Secondary award, based on what the County determines to be in its best interest.

Contract award for Part II will be based on the lowest sum of 15 hours of labor at the bidder's rate plus \$1,000.00 parts cost less the bidder's discount on parts, if any.

Evaluation Formula:

Labor rate per hour = \_\_\_\_\_ X 15 hours =

Plus, replacement parts of \$1,000.00 less parts discount of \_\_\_\_% =

\_\_\_\_\_
For a total of \$\_\_\_\_\_

The County will award a primary, and possibly a secondary, vendor to the North and South end of the County (Ref. Para. 13 of these Special Provisions). Mileage will be based on Google Maps calculation.

- 14.3. Manufacturers listed in the solicitation (bid table, Part 3, engines and transmissions only) will be awarded to the most responsive and responsible bidder providing the highest percentage discount from Manufacturer's List Price. The County reserves the right to award the contract by Manufacturer or to make a Primary and Secondary award, based on what the County determines to be in its best interest.

Where basis of award is "discount from Price List, the Price List Sheets shall be the currently published National Standard Manufacturer's Price Lists or the current Vendor's Retail Price Sheet. Each Bidder shall quote the percentage of discount from the Price List cited above and shall furnish a copy with their bid submission or provide access to an electronic catalog per paragraph 15.2.a.. The percentage discount, bid by each bidder, must be a single percentage discount applicable to all Engines and Transmissions items only.

- 14.4. Only OEM suppliers shall be considered for the award (Per paragraph 1.3, documentation should be provided stating bidder is authorized).

15. TECHNICAL SPECIFICATIONS:

15.1. Part I – Parts (excluding engines and transmissions):

- a. The Contractor must provide a way for the County to access the Manufacturer's Parts List and Pricing List. Electronic access is recommended and must allow for multiple users to access at the same time.

## SPECIAL PROVISIONS

15.2. **Part III – Engines and Transmissions Only:**

- a. The Contractor must provide a way for the County to access the Manufacturer's Parts List and Pricing List. Electronic access is recommended and must allow for multiple users to access at the same time.
- b. Fairfax County will pay core charges provided that they are listed on invoices as separate line items. Contractors will be responsible for picking up cores at all facilities and disposing of them in accordance with all Federal, State, and local laws and regulations. Contractors will submit a monthly summary to the Ship To address of any cores that have not yet been returned. The monthly summary should also show whether cores have been accepted by the manufacturer or not including the following: original invoice number and copy of the credit memo signed at pickup. Contractor will reimburse the County in the same form as payment within five business days for all accepted cores within the month. In addition, documentation will be provided with payment stating the reason cores were rejected by the manufacturer. Any cores remaining (not accepted or rejected) should be included on the following month's summary.

15.3. **Annual Inventory Maintenance:** At least once a year, the contractor shall, at no cost to the County, provide assistance (technical or manual) in identifying and purging obsolete inventory. In addition, the contractor shall, in a timely manner, provide any information and assistance pertaining to the product line being offered by this bidder relating to: stock number changes, updating material management information and inventory due to changes in product specification, new catalogs or technical bulletins, or any other relevant information.

15.4. **Return of New and Unused Engines and Transmissions:** Contractor will assist the County in ordering the proper products. Any new, unused parts (to include stock, nonstock, special-order, and obsolete) purchased under the contracts created from this IFB will be able to be returned for full credit, less any special shipping cost, if returned within one year of purchase.

**16. WARRANTY:**

- 16.1. Bidders should provide detailed Parts and Labor Warranty information with their bids.
- 16.2. Warranties shall be manufacturer's standard and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.
- 16.3. Contractor(s) shall be responsible for the execution and effectiveness of all product warranty and shall be the sole source for solutions to problems arising from warranty claims. Bidders agree to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.
- 16.4. Warranty claims shall be processed in a timely manner, not to exceed 10 business days after pickup from a DVS facility for parts, or delivery of the vehicle to the Contractor's site for service. If any issues arise that would exceed this limit, the Contractor must inform the facility before the 10 days expire.
- 16.5. Contractor(s) shall furnish copies of warranties for all installed parts.
- 16.6. Warranty and non-warranty repairs:

## SPECIAL PROVISIONS

- a. All work performed under Part II of the Pricing Schedule will be performed at the vendor's facilities. The County will deliver and pick up vehicles from Contractor's facilities. A repair order or invoice must be provided on pickup stating what work was completed and any parts used. The County may request detailed information on the above repair order or invoice that should be provided to the County within three business days.
- b. Fairfax County will not pay any deductible for warranty work.

**17. BID ACCEPTANCE PERIOD:**

- 17.1. Any bid in response to this solicitation shall be valid for 90 days. At the end of the 90 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

**18. CONTRACT INSURANCE PROVISIONS**

- 18.1. The Contractor is responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.
- 18.2. The Contractor must during the continuance of all work under the contract provide the following:
  - (1) Statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$1,000,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
  - (2) Commercial General Liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 in aggregate, to protect the Contractor, its subcontractors, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work.
  - (3) Owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.
- 18.3. Liability Insurance "Claims Made" basis:
  - (1) If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same.
  - (2) The Contractor must either:

## SPECIAL PROVISIONS

- i. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's or sub-contractor's work under this contract, or
  - ii. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
- 18.4. Liability insurance may be arranged by a combination of primary and excess or umbrella policies.
- 18.5. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the County's Risk manager prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the County.
- 18.6. After a period of five-years from Agreement Date, the County may reasonably require higher limits of insurance or additional insurance coverage against other hazards for which insurance is reasonably obtainable and which, at the time, are commonly insured against in the case of similar properties conducting similar activities within the geographic area of the Property, whether or not such additional insurance requirements are otherwise described or contemplated herein.
- 18.7. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VII.
- 18.8. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A: VII or better.
- 18.9. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein and The County of Fairfax, its officers, employees and agents shall be named as an "additional insured" for all liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."
- 18.10. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.
- 18.11. Contractor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against the County and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Contractor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Contractor or its subcontractors. Where permitted by law, Contractor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

**SPECIAL PROVISIONS**

- 18.12. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.
- 18.13. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30-day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate may result in suspension of all payments until the new certificate is furnished.
- 18.14. 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.
- 18.15. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor is as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by the Contractor as it is for acts and omissions of person directly employed by Contractor.
- 18.16. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 18.17. The Contractor and all subcontractors are to comply with applicable federal, state, and local occupational safety and health requirements, including, but not limited to, the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this contract.

**19. METHOD OF ORDERING:**

- 19.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 19.2. A Purchase Order (PO) may be issued to the Contractor on behalf of the County agency ordering the items/services covered under this contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 19.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement card is currently a MasterCard. Contractors are encouraged to accept this method of receiving orders.
- 19.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 19.5. 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.

**20. INVOICING PROCEDURE:**

**SPECIAL PROVISIONS**

- 20.1. The Contractor shall submit an invoice upon delivery supplies and/or completion of services and submitted to the BILL TO address shown on the Purchase Order. The invoice must be accompanied by one copy of each signed Sales/Delivery Ticket.
- 20.2. The invoice shall contain the applicable Purchase Order number and the name of the Agency receiving the supplies. Payment will be made in accordance with paragraph 53, 54, and 55 of the General Conditions and Instructions to Bidders.

**21. SALES/DELIVERY TICKETS:**

- 21.1. Orders placed under this contract for delivery placed by PO or Procurement Card or for pick up by an authorized representative, shall be supported by the Contractor's Sales/Delivery Ticket. The Contractor's Sales/Delivery Ticket shall contain the following information:
1. Contractor's Name
  2. Credit Card Order Number (begins with either A, J, N, or W, and is followed by 6 numbers or a Purchase order assigned to your company)
  3. Contract Number
  4. Date of Purchase
  5. Itemized list of supplies furnished
  6. Quantity, list price, percentage discount, price after discount and extension of each item, and total, in accordance with the Contract.
  7. Name of authorized representative ordering the supplies
  8. Name of Fairfax County Agency receiving the supplies
- 21.2. In all instances, the Contractor will prepare a Sales/Delivery Ticket, whether delivery is made by the Contractor or pick up is made by a Fairfax County representative at the Contractor's place of business. The Contractor's Sales/Delivery Ticket will be signed, by the Fairfax County representative, with a copy being retained by the Contractor.

**22. CORRESPONDENCE:**

- 22.1. All communications between the parties relating to material contractual issues shall be through the Contract Specialist and must be in writing to be deemed binding.

**23. ADDITIONS/DELETIONS:**

- 23.1. The County reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. Fairfax County and the Contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.

**24. CANCELLATION OF ORDERS:**

- 24.1. Time is of the essence in furnishing the items ordered. The County reserves the right to cancel the order and/or to refuse delivery if the items ordered are not furnished within the period of time specified in this contract.

**25. EMERGENCY PURCHASES:**

**SPECIAL PROVISIONS**

25.1. Should the Contractor be unable to furnish the required item within the period of time specified in the contract the County reserves the right to make emergency purchases from other sources.

**26. ORDER OF PRECEDENCE:**

26.1. In the event of conflict, the Acceptance Agreement and the Special Provisions of this solicitation shall take precedence over the General Conditions and Instructions to Bidders or any other contract document.

**27. SUBCONTRACTING:**

27.1. If one or more subcontractors are required, the Contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Small Business and Supplier Diversity <https://www.sbsd.virginia.gov>; local chambers of commerce and other business organizations.

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

28.1. Reference Paragraph 71, General Conditions and Instructions to Bidders, Cooperative Purchasing: Bidders are advised that the resultant contract(s) may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your bid.

28.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).

28.3. Other public bodies desiring to use this contract must make their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies.

28.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

28.5. 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.

**29. NEWS RELEASES BY VENDORS:**

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

## SPECIAL PROVISIONS

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

- 30.1. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative (703) 324-3201 or TTY 711. Please allow two (2) working days in advance of the event to make the necessary arrangements.
- 30.2. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County Government Contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.

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

- 31.1. 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.