



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU6036

This contract entered into this 17th day of May 2021, by Wagner Food Equipment dba Hobart Sales & Service hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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



SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From June 1, 2021 through May 31, 2022 with 4 one-year renewal options.

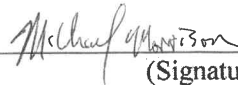

The contract documents shall consist of:


- (1) This signed form;
- (2) The following portions of the Request for Proposal MPM-1111 dated March 30, 2021:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
- (3) The Contractor's Proposal dated April 28, 2021 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated May 17, 2021.

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

CONTRACTOR
By: 
(Signature)

(Printed Name)

Title: 
PRESIDENT

PURCHASING AGENCY:
By: 
(Signature)

(Printed Name)

Title: 
Buyer Senior

NEGOTIATION SUMMARY**WAGNER FOOD EQUIPMENT, INC.**

RFP# MPM-1111 KITCHEN EQUIPMENT MAINTENANCE & REPAIR

5/17/2021

The Primary Point of Contact for this Contract is:

Mark Peacock
540-355-8066
mpeacock@hobartva.com

PRICING SCHEDULE: James Madison University

Please refer to the attached sheets for labor rates and all contract discounts.

The following Labor, Other Fees, and Discounts sections represent the negotiated pricing for all represented items and should be reflected in all quotes and proposals for the University. No other fees or charges shall be acceptable.

LABOR & MISC.

Labor Rates	Regular	Overtime/Emergency
Technician	\$96.00	\$144.00
Helper	\$50.00	\$75.00

Other Fees		
Credit Card Fees		N/A
Shipping		
	Regular Freight	\$20.00
	2 Day Delivery Freight	\$55.00
	Next Day Delivery Freight	\$95.00
Travel		
	Regular Hours	No travel fees
	Overtime/Emergency Travel*	\$150.00 fee
	<i>*Only to be charged once per trip and invoice must indicate justification to include dates and times of overtime worked.</i>	

Product Line	Discount
Hobart	10%

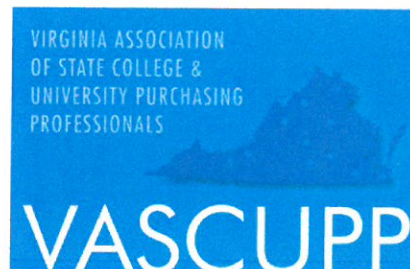


Request for Proposal

RFP# MPM-1111

Kitchen Equipment Maintenance & Repair

3/30/2021



REQUEST FOR PROPOSAL
RFP# MPM-1111

Issue Date: 3/30/2021
Title: Kitchen Equipment Maintenance & Repair
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on April 29, 2021 for Furnishing The Services Described Herein.

MANDATORY/ OPTIONAL PRE-PROPOSAL: No pre-proposal meeting is required.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: Michael Morrison, Buyer Senior, Procurement Services, morrismp@jmu.edu; 540-568-6181; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Wagner Food Equipment, Inc.
6737 Thirlane Road
Roanoke, Va 24019

By: J. Walker
(Signature in Ink)

Name: Jessica Walker
(Please Print)

Date: 4-28-21

Title: Corporate Secretary

Web Address: www.wagnerfoodequipment.com

Phone: 540-362-1638

Email: jwalker@hobartva.com

Fax #: 540-366-3428

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

YES: ☐ NO: ☒ IF YES \Rightarrow ☐ SMALL; ☐ WOMAN; ☐ MINORITY IF MINORITY: ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL

RFP# MPM-1111

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide kitchen equipment maintenance and repair services for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of nearly 22,000 students and over 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

The JMU campus is 721 acres and includes more than 150 buildings. Aramark, Inc. provides dining services in numerous facilities spread across campus; however, JMU is responsible for the maintenance and repair of these facilities and food service equipment.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

- A. GENERAL REQUIREMENTS: The Contractor shall provide all labor, supervision, tools, equipment, materials, parts, and all incidentals necessary to fully maintain and repair the food service equipment in accordance with the manufacturer's service manuals and all terms, conditions, provisions, and schedules of this contract. This contract shall include all food service equipment units located in dining services.

This many include miscellaneous food service equipment in other University departments. The contractor shall be fully qualified to maintain and provide emergency services, as well as provide all parts necessary to maintain equipment in a safe operating condition.

- B. CAMPUS DINING LOCATIONS

1. West Campus Dining Hall
2. Dukes Dining
3. Hartman Hall
4. University Recreation Center
5. Bridgeforth Stadium (multiple locations)
6. Atlantic Union Bank Center (multiple locations)
7. Rose Library
8. Festival Center
9. East Campus Dining Hall

10. Health and Human Services Building A2
11. Memorial Hall
12. Student Success Center
13. Carrier Library
14. Veteran's Memorial Stadium
15. Mr. Chips
16. Grace Street Apartments
17. Future dining locations to be completed in the future

The University reserves the right to add and/or delete service equipment and locations throughout the contract period.

C. REPLACEMENT PARTS AND MATERIALS

1. The Contractor shall use only manufacturer's approved replacement parts. Any substitutes shall be approved by the University's contract administrator or designee.
2. Prior written approval from the University's contract administrator or designee is required before any substitute parts are used.
3. The Contractor shall maintain an inventory of parts and materials at their place of business to service this contract in a satisfactory manner – or have such parts readily available.
4. The Contractor's service vehicles shall carry a "truck stock" of the most commonly required items.
5. Materials and parts required for the performance of work under this contract shall be of equivalent material, strength, and design as replaced material or part, new, top quality, and shall be manufactured by, or recommended by, the same manufacturer of the equipment being repaired or serviced.

D. REPAIR SITE

1. All equipment repairs shall be performed on site whenever possible. In the event that major repairs are estimated to be in excess of \$500 and/or repairs must be performed off site, the Contractor shall provide an estimate of the cost to the University's contract administrator or designee and receive written authorization to proceed.
2. Equipment repair services made by the Contractor without prior written authorization may not be approved for payment.

E. AUTHORIZED REQUEST FOR SERVICE

1. Only specifically named representative(s) of the University shall be authorized to request service under this contract. The representative(s) will be named upon award of the contract.
2. Requests for service by other individuals shall not be approved for payment.

F. QUALIFICATIONS

1. The Contractor shall have sufficient financial and personnel resources to successfully provide the scope of services described herein. The personnel used by the Contractor for the performance of work under this contract shall be experienced, trained, and certified service technicians who are qualified through factory or other training to work on the specific makes and types of food service production equipment and directly employed and supervised by the Contractor.
2. The Contractor shall provide a list of all personnel performing work under this contract with written evidence of the personnel's qualifications. The Contractor shall utilize only the personnel designated on this list. Qualifications for any personnel not included in the

- proposal shall be submitted and approved by the University's contract administrator or designee prior to performing any work under this contract.
3. All technicians shall have a visible picture Identification Card (ID) while on campus.
 4. The University reserves the right to reject Contractor's service personnel who, in their sole opinion, do not demonstrate the level of knowledge required to perform the level of service on equipment needed maintenance and/or repair.

G. SPECIFIC REQUIREMENTS

1. Regular Repair Services:
 - a. Repairs shall be performed within normal business hours of 7:30 AM through 4:00 PM, Monday through Friday.
 - b. Repair services shall be provided within eight (8) business hours of notification or as mutually agreed by the University's contract administrator or designee and the Contractor.
 - c. Labor for repairs and maintenance shall be invoiced based on hourly rates for the qualified technicians as indicated in the Pricing Schedule.
2. Emergency Repair Services:
 - a. The Contractor shall have qualified service technicians on the job at the specified site within two (2) hours, and not more than four (4) hours from the time the call for service is received.
 - b. Emergency service shall be available 24 hours a day, seven days a week.
 - c. When emergency calls are necessary, as determined by the University's contract administrator or designee, service outside the regular business hours of 7:30 AM to 4:00 PM shall not be billed at more than an overtime basis of one and one-half times the regular hourly rate.

H. REPORTING REQUIREMENTS

1. Repair Report: A written report shall be submitted to the University upon completion of, and on the same day as, the repair service call. The report may be made on the Contractor's form, to be approved by the University, and shall include the following:
 - a. Company Name, Time and Date of Service or Repair Work
 - b. Identification of equipment serviced or repaired, checklist of examinations made and work performed, time worked, type and quantity of materials and parts used.
 - c. Certification that work was performed in accordance with the specifications signed by the technician.
 - d. Repair work needed, problems, failures, or malfunctions discovered during repair work.
 - e. Recommendations for extra work if required by the manufacturer.
2. Usage Report: The Contractor shall furnish the University a report of total usage of the contract service. This report shall not be required more than once per quarter. The report shall provide, at a minimum:
 - a. Date of each service provided
 - b. Equipment serviced
 - c. Total charges per service
 - d. Total charges per reporting period

3. Records: The Contractor shall keep a maintenance record card on each piece of equipment. This record shall contain:
 - a. The University's property control number (if available)
 - b. The manufacturer's name
 - c. Model number and serial number as available on the equipment and the University's service records
 - d. Date and description of work performed
 - e. Repair services and emergency calls shall be posted separately on this record card

These records shall be maintained by the Contractor; however, record cards must be available for inspection during normal working hours by the personnel of the University. The maintenance record cards will remain the property of the University during and after the term of the contract. The Contractor shall keep and maintain a file on each piece of equipment containing accurate records of all maintenance work, repairs (including emergency calls), parts used, and all wiring and circuit changes, and modifications made.

I. WARRANTIES

1. The Contractor shall honor all warranties associated with any existing equipment.
2. All work which does not meet the approval of the University's contract administrator or designee shall be immediately corrected. If the work is not corrected and the equipment remains inoperable or dysfunctional, the University reserves the right to deduct the disputed amount due from the Contractor's invoice. If the Contractor fails to provide the services as instructed and agreed upon as specified herein, the University will issue to the Contractor written notice 24 hours prior to arranging for the services to be performed by another Contractor.
3. All work under this contract shall be guaranteed against defects resulting from the use of substandard materials, equipment, or workmanship for 30 days from the date of final acceptance by the University. Any repeated calls for repairs for the same reason within this time period, or work which has to be corrected due to the Contractor's faulty workmanship, equipment, tools, or materials shall be done at no additional expense to the University.
4. The University reserves the right to make any test or inspection it deems necessary to ensure that all performance requirements are being maintained.

J. CONTRACTOR'S GENERAL PROCEDURES & RESPONSIBILITIES

1. The Contractor shall notify the University's contract administrator or designee upon arrival and prior to beginning work and before leaving the campus.
2. Hours for work performed on a time and materials basis under this contract shall be paid only for productive time on the job site. Time paid for hourly personnel shall start upon arrival and sign in at the University and end upon sign out. Overhead is not billable and shall be included in the productive hourly rate. Overhead includes but is not limited to: estimates, office support, transportation of workers, materials acquisition, handling and delivery of Contractor owned materials or equipment, breaks for lunch, or any other time the employees are away from the job site is not chargeable.
3. All work under this contract shall be performed in a good, workmanlike manner in accordance with the terms and conditions of this contract, manufacturer's recommended procedures, and industry standards.
4. The Contractor shall be responsible for the security of the building if the facility is unoccupied during the time when work is completed. All doors and windows shall be closed and locked before the Contractor leaves the site.

5. All areas where the Contractor conducts work shall be left in a clean and orderly condition. Areas adjacent to work areas shall be protected by the Contractor from damage, including lawns, shrubbery, interior floor, wall and trim surfaces, and private property. Interior and exterior storage of materials and equipment used on job shall be in an orderly manner with the storage site approved by the University's contract administrator or designee.

K. DESCRIBE STATEMENTS

1. Describe Contractor's quality assurance program.

Wagner Food Equipment has been providing service to James Madison University Dining services for over 30 years.

If awarded Wagner Food Equipment Inc. will have on hand 24/7:

- 22 factory trained and certified service technicians with over 150 years of combined experience in commercial food equipment.
- Over \$350,000 of current parts replacement inventory.
- A vehicle fleet that is modern and on a 5-year replacement plan.
- Access to technical support for not only Hobart, but most major commercial food equipment providers. Including access to support and parts from over 200 Hobart offices across the country.
- Over 40 years of experience servicing commercial food equipment.
- A state-of-the-art administration department that handles dispatch, parts ordering, and billing.
- A software program that is specifically designed for Wagner Food Equipment that has been in use for over 31 years.
- Flexibility. We would work with James Madison University to adhere to their current administrations systems, whatever they may be. We can process service calls that meet your needs, not ours.

2. Describe Contractor's safety program. Include a list of training, checklists, etc. that may be used to ensure that personnel perform work using all necessary safety precautions.

Wagner Food Equipment has been and will continue to take the safety of employees and customers very seriously. Below is a list of safety training videos all new hire must complete before visiting a customer site.

- Confined Space Hazards
- Applying Electrical Standards

- Arc Flash PPE
- Hobart Safety Ace Training
- Lockout/Tagout
- Bloodborne Pathogens
- Fall Protection
- Ladder Safety
- Fire Extinguisher Safety
- Driver Safety

All employees are supplied with proper PPE for all jobs.

3. Describe how your company ensures compliance with all Local, State, and Federal laws and regulations, including all required liability insurance.

Wagner Food Equipment has a class B contractor's license in the state of Virginia. We have a licensed Master Mechanical and Electrician on staff. We are licensed and insured above the state requirements and have an extensive safety program in place to ensure a safe work environment for our customers and employees.

4. Describe Contractor's reporting system/documentation used for maintenance and repair of kitchen equipment.

Service Technicians are equipped with state of the art tablets that are used to update all service calls in real time. These tablets are also equipped with tools for troubleshooting and parts availability.

5. Describe Contractor's normal response time to a routine call and an emergency call.

Wagner Food Equipment guarantees a Four hour response time on breakdown equipment and a 24/7 In-House response team. Your staff can contact a company representative 24 hours a day 7 days a week and will always talk with a Wagner Food Equipment employee.

6. Describe Contractor's required certification for employees as well and any ongoing training that employees must complete. List on ATTACHMENT E CERTIFICATION OF PERSONNEL.

Please see attachment E.

7. Describe Contractor's inspection and estimating process prior to servicing equipment.

We are fully aware of and familiar with all of your dining facility food equipment processes. We have consistently kept an open communication with all parties to ensure that our quality service and pricing is maintained at a level that is beneficial and realistic.

8. Describe how Contractor would handle a complaint from the University.
Example: If an oven repair was inspected by the University and found to be

unsatisfactory, what steps would Contractor take to correct the problem?

Wagner Food Equipment would perform a follow up inspection at no charge to JMU. If upon inspection we found a flaw in our workmanship we would complete the repair at no charge.

9. Describe all goods and services that your company is able to provide. This contract will be a VASCUPP contract and therefore will be open for use by any other public agency in Virginia (with the permission of the Contractor). We want to ensure that this contract will have a breadth of goods and services for use.

Wagner Food Equipment provides services for all brands of commercial food and refrigeration equipment.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and one (1) copy** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover.

The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.

3. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an offeror to satisfy a "must" or "shall" requirement does not

automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror's proposal.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data 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 materials 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. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

- 1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
- 2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
- 3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
- 4. Offeror Data Sheet, included as *Attachment A* to this RFP.
- 5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification,

under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.

6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.

- James Madison University - \$228,457.36
- Virginia Military Academy - \$116,362.19
- Virginia Tech - \$21,527.12

7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

Proposals shall be evaluated by James Madison University using the following criteria:

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	30
2. Qualifications and experience of Offeror in providing the goods/services	20
3. Specific plans or methodology to be used to perform the services	20
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	20
	<u>100</u>

- B. AWARD TO MULTIPLE OFFERORS: 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 evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals 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. Should the Commonwealth determine in writing and in 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 award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy

of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.

- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

- 1. 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, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 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 these requirements.
 - 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription,

advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor 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.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
 - 1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).
2. To Subcontractors:
- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty

(30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability: \$100,000
3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

Profession/Service	Limits
Accounting	\$1,000,000 per occurrence; \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence; \$6,000,000 aggregate
Asbestos Design, Inspection, or Abatement Contractors	\$1,000,000 per occurrence; \$3,000,000 aggregate
Health Care Practitioner [to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.]	\$2,450,000 per occurrence; \$4,250,000 aggregate
Limits increase each July 1 through fiscal year 2031. Contractor shall maintain coverage that meets or exceeds statutory limitations in compliance with the <i>Code of Virginia</i> (https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/) §8.01-581.15.	
Insurance/Risk Management	\$1,000,000 per occurrence; \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence; \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence; \$5,000,000 aggregate
Professional Engineer	\$1,000,000 per occurrence; \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence; \$1,000,000 aggregate

R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, 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.

T. **NONDISCRIMINATION OF CONTRACTORS:** An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based

organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
 2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment

(including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: <u>Wagner Food Equipment, Inc.</u>		
Name of Offeror	Due Date	Time
Street or Box No.		RFP #
City, State, Zip Code		RFP Title

Name of Purchasing Officer: _____

The envelope should be addressed as directed on the title page of the solicitation.

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offeror proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and 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 SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office

at a minimum the following information: name of small business with the SBSB certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSB) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
 3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSB)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
- K. 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 public body 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. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the

University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.

- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.
- S. PRODUCT AVAILABILITY/SUBSTITUTION: Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contact Officer. The Agency may, at its discretion, require the contractor to provide a

substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.

- T. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
- U. KEYS: If the Contractor is given keys for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for the safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.
- V. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.

IX. METHOD OF PAYMENT

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to <https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

The template below is an example of the information the University would like provided. Specify all Parts and Materials discounts, shipping charges, and any other one-time or ongoing costs. Add additional lines, role designations, etc. as needed for your firm's offerings.

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)									
Technician Labor Rate \$/hour	\$96.00								
Helper Labor Rate \$/hour	\$50.00								
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)									
Technician Labor Rate \$/hour	\$144.00								
Helper Labor Rate \$/hour	\$75.00								
Parts and Material Discount (% off MSRP)									
Parts/Materials percent off MSRP	10%*								
Other fees/charges									
Freight – Regular -\$20.00 2DA - \$55.00 NDA - \$95.00									
*10% off Hobart parts.									
\$150 OT Travel. Zero travel during normal business hours.									

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment E: Certification of Personnel

Attachment F: Preliminary Food Service Equipment List

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

Years 45____Months_____

3. REFERENCES: Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
1. Bedford County Schools	15 plus years	310 S. Bridge Street, Bedford VA	Karen Arthur/540-586-1045
2. Pittsylvania County Schools	10 plus years	39 Bank St, Chatham VA	Kara Scott/434-203-1971
3. Virginia Military Academy	10 plus years	319 Letcher Ave. Lexington VA	Amanda Hostetter/540-460-8415
4. VA DOC	15 years	256 Bland Farm Rd, Bland VA	Mike Yost/434-962-3291
5. W&L	15 years	204 W. Washington St, Lexington VA	Chris Vozzo/540-458-4106

4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

1. 33 Tinkling Springs Road, Fishersville VA
2. 6737 Thirlane Road, Roanoke VA
3. 158 James Road, Danville VA
4. 1407 Waterlick Road, Lynchburg VA

5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the CODE OF VIRGINIA, SECTION 2.2-3100 – 3131?

☐ YES ☒ NO

IF YES, EXPLAIN: _____

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: Wagner Food Equipment, Inc. **Preparer Name:** Jessica Walker

Date: 4-28-21

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes ☒ No ☐

If yes, certification number: 8434 Certification date: 3-26-2020

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes ☐ No ☒

If yes, certification number: Certification date:

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes ☐ No ☒

If yes, certification number: Certification date:

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes ☐ No ☒

If yes, certification number: Certification date:

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWaMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent 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 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWaM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWaM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees AND no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWaM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)
Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: Jessica Walker 540-362-1638

Date Form Completed: 4-28-21

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
for this Proposal and Subsequent Contract

Offeror / Proposer:

Firm		Address		Contact Person/No.	
Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)
Wagner Food Equipment does not use sub-contractors.					

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

This contract entered into this _____ day of _____, 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations summary dated _____.

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

Zone 1 George Mason University (Fairfax)	Zone 2 James Madison University (Harrisonburg)	Zone 3 University of Virginia (Charlottesville)
Zone 4 University of Mary Washington (Fredericksburg)	Zone 5 College of William and Mary (Williamsburg)	Zone 6 Virginia Commonwealth University (Richmond)
Zone 7 Longwood University (Farmville)	Zone 8 Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	Zone 9 University of Virginia - Wise (Wise)

ATTACHMENT E

Certification of Personnel

Technician's Name	Vendor In-House or Manufacturer Conducted Training	Date of Training	Total Years of Experience
Tracy Smith	In-house and Manufacturer Training	Continually from employment date	30 Years
Don Kite	In-house and Manufacturer Training	Continually from employment date	15 Years
Keith Barrett	In-house and Manufacturer Training	Continually from employment date	14 Years
Travis Smith	In-house and Manufacturer Training	Continually from employment date	15 Years
John Fiske	In-house and Manufacturer Training	Continually from employment date	6 Year
Robert Cooper	In-house and Manufacturer Training	Continually from employment date	35 Years
Nathan Firebaugh	In-house and Manufacturer Training	Continually from employment date	25 Years
Jason Heddings	In-house and Manufacturer Training	Continually from employment date	21 Years
Aaron Heddings	In-house and Manufacturer Training	Continually from employment date	17 Years
Daniel Tracey	In-house and Manufacturer Training	Continually from employment date	5 Years
Stevan Creasey	In-house and Manufacturer Training	Continually from employment date	5 Years
Weston Mines	In-house and Manufacturer Training	Continually from employment date	18 Years
Jeffery Helmick	In-house and Manufacturer Training	Continually from employment date	10 Years
Joshua Painter	In-house and Manufacturer Training	Continually from employment date	5 Years
Andrew Mason	In-house and Manufacturer Training	Continually from employment date	15 Years
David Wade	In-house and Manufacturer Training	Continually from employment date	3 Years
Dalton Reed	In-house and Manufacturer Training	Continually from employment date	2 Years
Daniel Vaden	In-house and Manufacturer Training	Continually from employment date	2 Years
Dustin Bain	In-house and Manufacturer Training	Continually from employment date	3 Years

I hereby certify that the above personnel are employed full-time and have a thorough knowledge and work experience of the food service equipment listed as part of Attachment F.

Signed:

J. Walker

Date:

4-28-21

Title:

Corporate Secretary

ATTACHMENT F

PRELIMINARY FOOD SERVICE EQUIPMENT LIST

Make	Model	Description
Henny Penny	M4C17DH82E	Fryers-3 used to cook chicken and 2 to cook french fries. We have 5 of the same model.
Marshall Air Systems	HT18	Bun Toaster - used to toast rolls
Marshall Air Systems	?	Fry warmers - used to keep chicken and fries at holding temp.
Henny Penny	CF941	Warming cabinet - used to hold cooked chicken & bacon at holding temp.
Taylor	751-33	Ice cream machine. Serviced by Taylor?
Taylor	?	Large flat grill press used to cook bacon and char-grilled chicken
Star	?	Small flat grill press to grill chix salad sandwiches
Merco	HD1104841F4	Sandwich chute - Chute is used to hold boxed chicken @ holding temp.
Hobart	84186	Buffalo Chopper - used to slice vegetables
Magic Kitchen	LPAGA6	Outdoor propane grill
Magic Kitchen	LPAGA6	Outdoor propane grill
Magic Kitchen	LPAGA6	Outdoor propane grill
Magic Kitchen	LPAGA6	Outdoor propane grill
Magic Kitchen	LPAGA	Outdoor propane grill
TurboFan	E32	Oven
TurboFan	E32	Oven
TurboFan	E32	Oven
Holman	QCS-3-9504	Toaster Oven used to toast bread and bagels
Panasonic	NE-1757R	Microwave Oven
Panasonic	NE-1757R	Microwave Oven
Hatco Corp	Grahl-36	Glo Ray Foodwarmer(keeps bagel dogs warm)
Wells MFG.	?	Deepwell Soup Warmer (keeps 2 containers of soup at temp)
Doyon	JA-12-ST	Oven use to bake bagels and sweets. Service by Load King
Grand Master Corp.	?	Coffee Brewer (used to brew coffee)
Keating	36FLDHI	Flat Grill
Lincoln	1116	Impinger Oven-2 ovens
Pitco Frialator	BF1855-QW	Fryer
?	?	Chargrill
Keating	72FLRD30	Flat Grill
Groen	40GPW-4-14	Tilt Skillet
Groen	5100	Steam Kettle
Hobart	FT900BD	Dish Machine
Hobart	WS1000	Pulper
?	?	Caddy Belt on dish machine
Blodgett	M3763	Oven
Old Hickory	CH48	BBQ Machine
Groen	HY-3E	Steamer
Groen	HY-6G	Steamer
Hobart	8-BOOT	Mixer
Cleveland	CA1E	Steamer
Hobart	1712R	Slicer
Rotisol	1350-8	Rotisserie - 2
Lincoln	1301	Impinger Oven
Desco	CPE-B6	Thermalizer
Pitco Frialator	BF14SS-C	Fryer

ATTACHMENT F

PRELIMINARY FOOD SERVICE EQUIPMENT LIST

Nu-Vu	UB-3	2 proofer ovens
Waring	WPG250	Panini Grill (3)
AutoDoner	?	Gyro Machine
Montague	?	Three wok station
Winston	103322	Warmer (2)
Winston	HA4522GF	Warmer (2)
Crescor	671151	Warmer (3)
?	?	Crepe Maker (3)
Hobart	2912	Slicer
X-press	88	Tortilla Maker
Classic APW		Warmer
Classic APW		Warmer
Classic APW		Warmer
Cleveland	21CET8	Countertop Electric Convection Steamer
Berkel	818	Berkel Automatic Slicer Gravity Feed
Berkel	919	Convection gas Fired Oven
Hobart	A-200T	Hobart 20QT Mixer Stand Proj
Groen	Hy-6G	Groen Hy-6G Steamer Pressure
Alto Sham	GD-80/	Pass Thru Cabinet with Stacking Kit
Hobart	FP150	Hobart Food Processor
blodgett	DFG100	Convection gas Fired Oven
blodgett	DFG102	Convection gas Fired Oven
blodgett	DFG100	Convection gas Fired Oven
blodgett	DFG102	Convection gas Fired Oven
Lincoln		Conveyor Pizza Oven Natural Gas Single Deck
Lincoln		Conveyor Pizza Oven Natural Gas Single Deck
Pitco	PPE14L	Pitco Pasta Cook System
Alto Sham	1000UP	Proofing and Holding Cabinet Stainless Steel
Pitco	E14BSS	Fryer & Filter Pitco Food Warmer
Keating	36LDE	Electric Griddle 36 X 30 Freestanding
Hobart	FT922BD	Hobart Dishwasher
Ice-O-Matic	B150SP	Ice-O-Matic Ice Bin w/manifold Water filter
Ice-O-Matic	1406HW	Ice-O-Matic
Wittco	?	Drawer warmer-wittco-Zoca
Round-Up	?	Round-up burrito steamer in Zoca
Cleveland	22cet3	Dual steamers
Vulcan	25188e	fryer
Frymaster	gbcsc	Pasta cooker
Winston	Haf522gf	Hot Holding Cabinet
Star	45	Hot dog cooker
Star	apde2	Nacho cheese/chili dispenser
Hobart	lx1h	dishwasher X2
Crescor	121ph1818dld	hot box
Edlund	270	can opener
Robot Coupe	blixer6	blender
Manitowac		Ice Machine
Manitowac		Ice Machine
Wells	smpt-27	steam wells X4
Panasonic	SR-42H2P	Rice cooker X4
American	RCW-11	Rice Cooker X2

ATTACHMENT F

PRELIMINARY FOOD SERVICE EQUIPMENT LIST

Permanent		
Hatco		Food warmer X2
Induction Range	69500	induction burners X3
Vollrath	HS-11	steam wells
Duke Aeroheat	TAHHFSSM	Food Warmer
Majestic		Double Sandwich Toaster X6
Panini		Single sandwich toaster
Vulcan	sg4c	Convection Oven
Vulcan	HGB50	Charbroiler
BE&SCO	31TC	Tamale Maker
Frymaster	FMP 245ECSC	Fryer
Frymaster	PMJ145ESC	Fryer
Hobart	2712	Slicer
Hobart	84186	Buffalo Chopper
Hobart	H600	Mixer
Hobart	A200	Mixer
Groen	CHF82	Tilt Skillet
Groen	CHF82	Tilt Skillet
Groen	HY66	Steamer
Groen	HY66	Steamer
Groen	HY66	Steamer
Groen	AH/1E60	Steam Kettle
Pitco	SG14R-3	Fryer
Pitco	SG14R-3	Fryer
TEC	IR2003	Broiler
TEC	IR2003	Broiler
Blodgett	DFG200	Double Stack Convection Oven
Blodgett	DFG200	Double Stack Convection Oven
Blodgett	DFG200	Double Stack Convection Oven
Blodgett	DFG200	Double Stack Convection Oven
Blodgett	DFG200	Double Stack Convection Oven
Alto Sham	1000-THII	Cook/Hold Cabinets
Alto Sham	1000-THII	Cook/Hold Cabinets
Alto Sham	1000-THII	Cook/Hold Cabinets
Hobart	SS300-25	Garbage Disposal
	1301	Pizza Oven
	ET-8-Smt	Gas oven
Cleveland	None	Steamer
Berkel Slicer	808	Slicer
Hobart	C41A	Dish machine
Hobart	D 300T	Mixer
Savoy	Savoy	Panini Grilles
APW Wyatt TruHeat	SG 50xp	Hot Dog Roller
Conveyor	sbc-n/prc-n/mcr/tacn	New Tray Return Line
Alto Sham	1000-B0-16	Double Door Alto Sham Warmer in Basement Area
Hobart	N/A	Veggie Chopper in Veggie Prep Room
Hobart	N/A	Buffalo Chopper in Veggie Prep Room
Hobart	V-1401	Mixer in Bake Shop 1

ATTACHMENT F

PRELIMINARY FOOD SERVICE EQUIPMENT LIST

Hobart	N/A	Rotating Conventional Oven in the bake shop
Hobart	ahprid	Proofer Oven
	65	Cookie Cutter

Middley Marshel	782	Dutch Rotating Oven in the Bake shop
Hobart	N/A	Slicer in Lets Go
Winston	GE14d	Lets Go Warmer
Hobart	A200	Table Top Mixer Hobart Mixer
Hobart	2610	Let's Go Hobart Slicer
Hobart	v1401	Mix in Bake Shop 2
Pitco	f18ssc	6 Natural Gas Fryers
Hobart	365lgh	Counter Top Gill in Sizzle
Pitco	3g6s45	Fryer Station in Sizzle
Hobart	m-802	Tall Kitchen Mixer
Vulcan	vccb25	Table Top Chargrill
Winston	GE14b	Winston Warmer in Produce and Roma
TEC	N/A	Charbroiler on Fryer Line
Keating	48bsld	Flat Top Grill in Sizzles
TEC		Short Grill for Chef Table
Dutchess	Jn-3	Bun Divider in Bakeshop
Winston	ge14k	Warmer in Roma
Winston	ge14k	Warmer in Sizzles
Kitchen Aide	ksmc505	Table Top Commercial Kitchen Aide Mixer
Imperial	ir-6nat	Gas Stove/Oven 6 burner in Bakeshop
Groen	mw/dt13-80-80 SP	Mixing Steam Kettle in Bake Shop (JMU Tag 112813)
N/a	N/a	Dough Sheeter
Berkel	919/1	Automatic slicer JMU 110916
Winston Products Co.	903L	Hot Box JMU 103316
LANG		Melt Master II Serial Number 19534
Southbend	GSX-10HE	Steam Master 2 Door Unit Serial 72434-7BB-3779
Hubert		Heat Sealer for cello wrap
Sodir/Equipex	Magestic CA 6081163	Panini Grill
Blodgett	Magnelek	Oven MARK V Serial #BU6/055
Keating	36LD36X30E	FLAT GRILL JMU 104258 Serial # GE4295
FRYMASTER		FRYMASTER FILTER II
HATCO		3-door Bun Warmer-JMU 113801
Fetco	CBS-52H15	Double Brewer Coffee Machine-Serial #12750801A
Cook Tek	MC 1800	Induction Cooker 5010-5258-00611
	9694-B	Hot Plate with Heat lamp Light Fixture x3
Gradisca D-Isonzo	SM 90/A	Coffee Bean Grinder
Gradisca D-Isonzo	SM 90/A	Coffee Bean Grinder
	SM 85E	Espresso Machine
Taylor	358-33	Ice Cream Machine-Taylor Serial # K8096758
Equipex	HD4	QE80852 Spike Bun Toaster
Edlund		Electric can opener

ATTACHMENT F

PRELIMINARY FOOD SERVICE EQUIPMENT LIST

Blodgett	COS101	Combination steam oven
Groen	BPM30G	Groen braising pan manual tilt 30 gallon 2" tangent
Pitco	SG14RS	Solstice gas fryer
Blodgett	DFG200	Blodgett Convection oven double unit
Hobart	Ft800	Dishwashing system with scraping table and disposal
Hobart	54181D	Buffalo Chopper
Crescor		Hotbox
Precision	RS-401	Hotbox

Hobart	A200FDT	Mixer
Bon Chef		Heatlamps and hot plates
AltoSham	1000-BO-96	Hotbox
Dean	TR-21	Vegetable Slicer
Winston	HA452201	Winston Holding Cabinet
Taylor	Y754-27	Taylor Frozen Yogurt Machine
Lincoln	Impinger 1301	Lincoln countertop pizza oven (x2)
Hobart	1712	Hobart Slicer
Waring	WPG250	Waring Panini Supreme grill
Edlund		Electric can opener
Frymaster	GSMSSD	Pasta Cooker
Accutemp	208-D6-3.0	Steam n Hold
Southbend		4 burner stove/oven
Winston	Ge 148	Holding cabinet - Hot Box
Marsa & Sons	MS	Steam Table
Hatco	Glo - ray	Food Warming pads
Marsa & Sons	60	pizza ovens
Universal Ware	Custom	Dishmachine
Hatco	1073829911	Booster heater for dishmachine
Garland	4440R	Garland gas stove 4 burner with broiler
Keating	Mira Clean	Gas Griddle/Flat Top
Accutemp	SW 2631	Steamer
Hobart	Reach in Refrige	Tall boy Refrigerator
Lincoln	Impinger 1301/1353	Pizza Oven
TRUE	4 DRAWER	4 drawer Refrigerator
Frymaster	H55SC	2 Fryers
Traulsen	2 door	Refrigerator
TEC	Grill	Chargrill
Vulcan	stove	6 burner stove with broiler
Marlet Forge	skillet	tote skillet
Hobart	Reach in Refrige	Refrigerator
Federal	CGR 3642	Bakery Case
Victory	1DS7EW	Cooks refrigerator
Hobart	GN922	convection oven
Hobart	QSI	22.7CUBIC FOOT REFRIGERATOR
HATCO		WARMING DRAWER
Atwood	RK 2001	Bagel Maker
Woodstone	WS-GVR-10	Vertical Rotisserie
Baker's Pride	EB-3-8-5736	Triple Stack Deck Oven

VASCUPP Members 2020 Total Spend

- James Madison University - \$228,457.36
- Virginia Military University - \$116,362.19
- Virginia Tech - \$21,527.72

Wagner Food Equipment SWaM Certification 8434

Wagner Food Equipment, Inc.

DBA: Hobart Sales & Service
Jessica Walker
PO Box 7047
Roanoke, VA 24019
Phone: (540) 362-1638
jwalker@wagnerfoodequipment.com

Certification Number: 8434
SWaM Certification Type:
Small Start Date: 03-26-2020
SWaM Expiration Date: 03-26-2025
NIGP Code and Description:
96219 Cafeteria and Restaurant Services

Pcard: N
Business Category: Food Services



WAGNE-1

OP ID: MG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Virginia Commonwealth Corp. 2570-B Gaskins Rd Richmond, VA 23238 Benjamin T. Tompkins	804-282-6723	CONTACT NAME: Benjamin T. Tompkins PHONE (A/C, No, Ext): 804-282-6723 FAX (A/C, No): 804-282-2286 E-MAIL: ADDRESS:
INSURED Wagner Food Equipment Inc t/a Hobart Sales & Service & POB 7047 Roanoke, VA 24019-0047		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers INSURER B: Penn National Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 19038 14990

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BX9 0737184	03/31/2021	03/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 500K/1.5MM
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AX9 0737184	03/31/2021	03/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UL90737184	03/31/2021	03/31/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-000S806718-21-42-G	03/31/2021	03/31/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Rented/Leased Equi			IM9 0737184	03/31/2021	03/31/2022	Limit \$ 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

FORIN-1

For Information Purpose Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Request for Proposal

RFP# MPM-1111

Kitchen Equipment Maintenance & Repair

3/30/2021



REQUEST FOR PROPOSAL

RFP# MPM-1111

Issue Date: 3/30/2021

Title: Kitchen Equipment Maintenance & Repair

Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on April 29, 2021 for Furnishing The Services Described Herein.

MANDATORY/ OPTIONAL PRE-PROPOSAL: No pre-proposal meeting is required.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: Michael Morrison, Buyer Senior, Procurement Services, morrismp@jmu.edu; 540-568-6181; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☐ NO; *IF YES* ⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY ***IF MINORITY:*** ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL

RFP# MPM-1111

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide kitchen equipment maintenance and repair services for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of nearly 22,000 students and over 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

The JMU campus is 721 acres and includes more than 150 buildings. Aramark, Inc. provides dining services in numerous facilities spread across campus; however, JMU is responsible for the maintenance and repair of these facilities and food service equipment.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

- A. GENERAL REQUIREMENTS: The Contractor shall provide all labor, supervision, tools, equipment, materials, parts, and all incidentals necessary to fully maintain and repair the food service equipment in accordance with the manufacturer's service manuals and all terms, conditions, provisions, and schedules of this contract. This contract shall include all food service equipment units located in dining services.

This many include miscellaneous food service equipment in other University departments. The contractor shall be fully qualified to maintain and provide emergency services, as well as provide all parts necessary to maintain equipment in a safe operating condition.

- B. CAMPUS DINING LOCATIONS

1. West Campus Dining Hall
2. Dukes Dining
3. Hartman Hall
4. University Recreation Center
5. Bridgeforth Stadium (multiple locations)
6. Atlantic Union Bank Center (multiple locations)
7. Rose Library
8. Festival Center
9. East Campus Dining Hall

10. Health and Human Services Building A2
11. Memorial Hall
12. Student Success Center
13. Carrier Library
14. Veteran's Memorial Stadium
15. Mr. Chips
16. Grace Street Apartments
17. Future dining locations to be completed in the future

The University reserves the right to add and/or delete service equipment and locations throughout the contract period.

C. REPLACEMENT PARTS AND MATERIALS

1. The Contractor shall use only manufacturer's approved replacement parts. Any substitutes shall be approved by the University's contract administrator or designee.
2. Prior written approval from the University's contract administrator or designee is required before any substitute parts are used.
3. The Contractor shall maintain an inventory of parts and materials at their place of business to service this contract in a satisfactory manner – or have such parts readily available.
4. The Contractor's service vehicles shall carry a "truck stock" of the most commonly required items.
5. Materials and parts required for the performance of work under this contract shall be of equivalent material, strength, and design as replaced material or part, new, top quality, and shall be manufactured by, or recommended by, the same manufacturer of the equipment being repaired or serviced.

D. REPAIR SITE

1. All equipment repairs shall be performed on site whenever possible. In the event that major repairs are estimated to be in excess of \$500 and/or repairs must be performed off site, the Contractor shall provide an estimate of the cost to the University's contract administrator or designee and receive written authorization to proceed.
2. Equipment repair services made by the Contractor without prior written authorization may not be approved for payment.

E. AUTHORIZED REQUEST FOR SERVICE

1. Only specifically named representative(s) of the University shall be authorized to request service under this contract. The representative(s) will be named upon award of the contract.
2. Requests for service by other individuals shall not be approved for payment.

F. QUALIFICATIONS

1. The Contractor shall have sufficient financial and personnel resources to successfully provide the scope of services described herein. The personnel used by the Contractor for the performance of work under this contract shall be experienced, trained, and certified service technicians who are qualified through factory or other training to work on the specific makes and types of food service production equipment and directly employed and supervised by the Contractor.
2. The Contractor shall provide a list of all personnel performing work under this contract with written evidence of the personnel's qualifications. The Contractor shall utilize only the personnel designated on this list. Qualifications for any personnel not included in the

- proposal shall be submitted and approved by the University's contract administrator or designee prior to performing any work under this contract.
3. All technicians shall have a visible picture Identification Card (ID) while on campus.
 4. The University reserves the right to reject Contractor's service personnel who, in their sole opinion, do not demonstrate the level of knowledge required to perform the level of service on equipment needed maintenance and/or repair.

G. SPECIFIC REQUIREMENTS

1. Regular Repair Services:

- a. Repairs shall be performed within normal business hours of 7:30 AM through 4:00 PM, Monday through Friday.
- b. Repair services shall be provided within eight (8) business hours of notification or as mutually agreed by the University's contract administrator or designee and the Contractor.
- c. Labor for repairs and maintenance shall be invoiced based on hourly rates for the qualified technicians as indicated in the Pricing Schedule.

2. Emergency Repair Services:

- a. The Contractor shall have qualified service technicians on the job at the specified site within two (2) hours, and not more than four (4) hours from the time the call for service is received.
- b. Emergency service shall be available 24 hours a day, seven days a week.
- c. When emergency calls are necessary, as determined by the University's contract administrator or designee, service outside the regular business hours of 7:30 AM to 4:00 PM shall not be billed at more than an overtime basis of one and one-half times the regular hourly rate.

H. REPORTING REQUIREMENTS

1. Repair Report: A written report shall be submitted to the University upon completion of, and on the same day as, the repair service call. The report may be made on the Contractor's form, to be approved by the University, and shall include the following:
 - a. Company Name, Time and Date of Service or Repair Work
 - b. Identification of equipment serviced or repaired, checklist of examinations made and work performed, time worked, type and quantity of materials and parts used.
 - c. Certification that work was performed in accordance with the specifications signed by the technician.
 - d. Repair work needed, problems, failures, or malfunctions discovered during repair work.
 - e. Recommendations for extra work if required by the manufacturer.
2. Usage Report: The Contractor shall furnish the University a report of total usage of the contract service. This report shall not be required more than once per quarter. The report shall provide, at a minimum:
 - a. Date of each service provided
 - b. Equipment serviced
 - c. Total charges per service
 - d. Total charges per reporting period

3. Records: The Contractor shall keep a maintenance record card on each piece of equipment. This record shall contain:
 - a. The University's property control number (if available)
 - b. The manufacturer's name
 - c. Model number and serial number as available on the equipment and the University's service records
 - d. Date and description of work performed
 - e. Repair services and emergency calls shall be posted separately on this record card

These records shall be maintained by the Contractor; however, record cards must be available for inspection during normal working hours by the personnel of the University. The maintenance record cards will remain the property of the University during and after the term of the contract. The Contractor shall keep and maintain a file on each piece of equipment containing accurate records of all maintenance work, repairs (including emergency calls), parts used, and all wiring and circuit changes, and modifications made.

I. WARRANTIES

1. The Contractor shall honor all warranties associated with any existing equipment.
2. All work which does not meet the approval of the University's contract administrator or designee shall be immediately corrected. If the work is not corrected and the equipment remains inoperable or dysfunctional, the University reserves the right to deduct the disputed amount due from the Contractor's invoice. If the Contractor fails to provide the services as instructed and agreed upon as specified herein, the University will issue to the Contractor written notice 24 hours prior to arranging for the services to be performed by another Contractor.
3. All work under this contract shall be guaranteed against defects resulting from the use of substandard materials, equipment, or workmanship for 30 days from the date of final acceptance by the University. Any repeated calls for repairs for the same reason within this time period, or work which has to be corrected due to the Contractor's faulty workmanship, equipment, tools, or materials shall be done at no additional expense to the University.
4. The University reserves the right to make any test or inspection it deems necessary to ensure that all performance requirements are being maintained.

J. CONTRACTOR'S GENERAL PROCEDURES & RESPONSIBILITIES

1. The Contractor shall notify the University's contract administrator or designee upon arrival and prior to beginning work and before leaving the campus.
2. Hours for work performed on a time and materials basis under this contract shall be paid only for productive time on the job site. Time paid for hourly personnel shall start upon arrival and sign in at the University and end upon sign out. Overhead is not billable and shall be included in the productive hourly rate. Overhead includes but is not limited to: estimates, office support, transportation of workers, materials acquisition, handling and delivery of Contractor owned materials or equipment, breaks for lunch, or any other time the employees are away from the job site is not chargeable.
3. All work under this contract shall be performed in a good, workmanlike manner in accordance with the terms and conditions of this contract, manufacturer's recommended procedures, and industry standards.
4. The Contractor shall be responsible for the security of the building if the facility is unoccupied during the time when work is completed. All doors and windows shall be closed and locked before the Contractor leaves the site.

5. All areas where the Contractor conducts work shall be left in a clean and orderly condition. Areas adjacent to work areas shall be protected by the Contractor from damage, including lawns, shrubbery, interior floor, wall and trim surfaces, and private property. Interior and exterior storage of materials and equipment used on job shall be in an orderly manner with the storage site approved by the University's contract administrator or designee.

K. DESCRIBE STATEMENTS

1. Describe Contractor's quality assurance program.
2. Describe Contractor's safety program. Include a list of training, checklists, etc. that may be used to ensure that personnel perform work using all necessary safety precautions.
3. Describe how your company ensures compliance with all Local, State, and Federal laws and regulations, including all required liability insurance.
4. Describe Contractor's reporting system/documentation used for maintenance and repair of kitchen equipment.
5. Describe Contractor's normal response time to a routine call and an emergency call.
6. Describe Contractor's required certification for employees as well and any ongoing training that employees must complete. List on ATTACHMENT E CERTIFICATION OF PERSONNEL.
7. Describe Contractor's inspection and estimating process prior to servicing equipment.
8. Describe how Contractor would handle a complaint from the University. Example: If an oven repair was inspected by the University and found to be unsatisfactory, what steps would Contractor take to correct the problem?
9. Describe all goods and services that your company is able to provide. This contract will be a VASCUPP contract and therefor will be open for use by any other public agency in Virginia (with the permission of the Contractor). We want to ensure that this contract will have a breadth of goods and services for use.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and one (1) copy** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover.

The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
3. Proposal Preparation
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an offeror to satisfy a "must" or "shall" requirement does not

automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror's proposal.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data 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 materials 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. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

- 1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
- 2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
- 3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
- 4. Offeror Data Sheet, included as *Attachment A* to this RFP.
- 5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification,

under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.

6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

Proposals shall be evaluated by James Madison University using the following criteria:

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	30
2. Qualifications and experience of Offeror in providing the goods/services	20
3. Specific plans or methodology to be used to perform the services	20
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	<u>20</u>
	100

- B. **AWARD TO MULTIPLE OFFERORS**: 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 evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals 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. Should the Commonwealth determine in writing and in 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 award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

- A. **PURCHASING MANUAL**: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy

of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.

- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. 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, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 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 these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription,

advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor 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.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
 - 1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).
- 2. To Subcontractors:
 - a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
- 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty

(30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability: \$100,000
3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle).)*

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

Profession/Service	Limits
Accounting	\$1,000,000 per occurrence; \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence; \$6,000,000 aggregate
Absestos Design, Inspection, or Abatement Contractors	\$1,000,000 per occurrence; \$3,000,000 aggregate
Health Care Practitioner [to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.]	\$2,450,000 per occurrence; \$4,250,000 aggregate
Limits increase each July 1 through fiscal year 2031. Contractor shall maintain coverage that meets or exceeds statutory limitations in compliance with the <i>Code of Virginia</i> (https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/) §8.01-581.15.	
Insurance/Risk Management	\$1,000,000 per occurrence; \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence; \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence; \$5,000,000 aggregate
Professional Engineer	\$1,000,000 per occurrence; \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence; \$1,000,000 aggregate

R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, 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.

T. **NONDISCRIMINATION OF CONTRACTORS:** An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based

organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
 2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment

(including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

VIII. SPECIAL TERMS AND CONDITIONS

- A. **AUDIT:** The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. **CANCELLATION OF CONTRACT:** James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror	Due Date	Time
Street or Box No.	RFP #	
City, State, Zip Code	RFP Title	

Name of Purchasing Officer:

The envelope should be addressed as directed on the title page of the solicitation.

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and 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 SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office

at a minimum the following information: name of small business with the SBSB certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSB) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
 3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSB)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
- K. 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 public body 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. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the

University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.

- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.
- S. PRODUCT AVAILABILITY/SUBSTITUTION: Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contact Officer. The Agency may, at its discretion, require the contractor to provide a

substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.

- T. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
- U. KEYS: If the Contractor is given keys for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for the safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.
- V. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.

IX. METHOD OF PAYMENT

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to

<https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

The template below is an example of the information the University would like provided. Specify all Parts and Materials discounts, shipping charges, and any other one-time or ongoing costs. Add additional lines, role designations, etc. as needed for your firm's offerings.

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)									
Technician Labor Rate \$/hour									
Helper Labor Rate \$/hour									
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)									
Technician Labor Rate \$/hour									
Helper Labor Rate \$/hour									
Parts and Material Discount (% off MSRP)									
Parts/Materials percent off MSRP									
Other fees/charges									

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment E: Certification of Personnel

Attachment F: Preliminary Food Service Equipment List

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

Years _____ Months _____

3. REFERENCES: Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: _____ **Preparer Name:** _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent 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 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)
Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____

Date Form Completed: _____

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
for this Proposal and Subsequent Contract

Offeror / Proposer: _____

Firm

Address

Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

This contract entered into this _____ day of _____, 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations summary dated _____.

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

<u>Zone 1</u> George Mason University (Fairfax)	<u>Zone 2</u> James Madison University (Harrisonburg)	<u>Zone 3</u> University of Virginia (Charlottesville)
<u>Zone 4</u> University of Mary Washington (Fredericksburg)	<u>Zone 5</u> College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	<u>Zone 6</u> Virginia Commonwealth University (Richmond)
<u>Zone 7</u> Longwood University (Farmville)	<u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	<u>Zone 9</u> University of Virginia - Wise (Wise)

ATTACHMENT E

CERTIFICATION OF PERSONNEL

[illegible]

I hereby certify that the above personnel are employed full-time and have a thorough knowledge and work experience of the food service equipment listed as part of Attachment F.

Signed: _____ Date: _____ Title: _____

ATTACHMENT F

PRELIMINARY FOOD SERVICE EQUIPMENT LIST

Make	Model	Description
Henny Penny	M4C17DH82E	Fryers-3 used to cook chicken and 2 to cook french fries. We have 5 of the same model.
Marshall Air Systems	HT18	Bun Toaster - used to toast rolls
Marshall Air Systems	?	Fry warmers - used to keep chicken and fries at holding temp.
Henny Penny	CF941	Warming cabinet - used to hold cooked chicken & bacon at holding temp.
Taylor	751-33	Ice cream machine. Serviced by Taylor?
Taylor	?	Large flat grill press used to cook bacon and char-grilled chicken
Star	?	Small flat grill press to grill chix salad sandwiches
Merco	HD1104841F4	Sandwich chute - Chute is used to hold boxed chicken @ holding temp.
Hobart	84186	Buffalo Chopper - used to slice vegetables
Magic Kitchen	LPAGA6	Outdoor propane grill
Magic Kitchen	LPAGA6	Outdoor propane grill
Magic Kitchen	LPAGA6	Outdoor propane grill
Magic Kitchen	LPAGA6	Outdoor propane grill
Magic Kitchen	LPAGA	Outdoor propane grill
TurboFan	E32	Oven
TurboFan	E32	Oven
TurboFan	E32	Oven
Holman	QCS-3-9504	Toaster Oven used to toast bread and bagels
Panasonic	NE-1757R	Microwave Oven
Panasonic	NE-1757R	Microwave Oven
Hatco Corp	Grahl-36	Glo Ray Foodwarmer(keeps bagel dogs warm)
Wells MFG.	?	Deepwell Soup Warmer (keeps 2 containers of soup at temp)
Doyon	JA-12-ST	Oven use to bake bagels and sweets. Service by Load King
Grand Master Corp.	?	Coffee Brewer (used to brew coffee)
Keating	36FLDHI	Flat Grill
Lincoln	1116	Impinger Oven-2 ovens
Pitco Frialator	BF1855-QW	Fryer
?	?	Chargrill
Keating	72FLRD30	Flat Grill
Groen	40GPW-4-14	Tilt Skillet
Groen	5100	Steam Kettle
Hobart	FT900BD	Dish Machine
Hobart	WS1000	Pulper
?	?	Caddy Belt on dish machine
Blodgett	M3763	Oven
Old Hickory	CH48	BBQ Machine
Groen	HY-3E	Steamer
Groen	HY-6G	Steamer
Hobart	8-BOOT	Mixer
Cleveland	CA1E	Steamer
Hobart	1712R	Slicer
Rotisol	1350-8	Rotisserie - 2
Lincoln	1301	Impinger Oven
Desco	CPE-B6	Thermalizer
Pitco Frialator	BF14SS-C	Fryer

ATTACHMENT F

PRELIMINARY FOOD SERVICE EQUIPMENT LIST

Nu-Vu	UB-3	2 proofer ovens
Waring	WPG250	Panini Grill (3)
AutoDoner	?	Gyro Machine
Montague	?	Three wok station
Winston	103322	Warmer (2)
Winston	HA4522GF	Warmer (2)
Crescor	671151	Warmer (3)
?	?	Crepe Maker (3)
Hobart	2912	Slicer
X-press	88	Tortilla Maker
Classic APW		Warmer
Classic APW		Warmer
Classic APW		Warmer
Cleveland	21CET8	Countertop Electric Convection Steamer
Berkel	818	Berkel Automatic Slicer Gravity Feed
Berkel	919	Convection gas Fired Oven
Hobart	A-200T	Hobart 20QT Mixer Stand Proj
Groen	Hy-6G	Groen Hy-6G Steamer Pressure
Alto Sham	GD-80/	Pass Thru Cabinet with Stacking Kit
Hobart	FP150	Hobart Food Processor
blodgett	DFG100	Convection gas Fired Oven
blodgett	DFG102	Convection gas Fired Oven
blodgett	DFG100	Convection gas Fired Oven
blodgett	DFG102	Convection gas Fired Oven
Lincoln		Conveyor Pizza Oven Natural Gas Single Deck
Lincoln		Conveyor Pizza Oven Natural Gas Single Deck
Pitco	PPE14L	Pitco Pasta Cook System
Alto Sham	1000UP	Proofing and Holding Cabinet Stainless Steel
Pitco	E14BSS	Fryer & Filter Pitco Food Warmer
Keating	36LDE	Electric Griddle 36 X 30 Freestanding
Hobart	FT922BD	Hobart Dishwasher
Ice-O-Matic	B150SP	Ice-O-Matic Ice Bin w/manifold Water filter
Ice-O-Matic	1406HW	Ice-O-Matic
Wittco	?	Drawer warmer-wittco-Zoca
Round-Up	?	Round-up burrito steamer in Zoca
Cleveland	22cet3	Dual steamers
Vulcan	25188e	fryer
Frymaster	gbcsc	Pasta cooker
Winston	Haf522gf	Hot Holding Cabinet
Star	45	Hot dog cooker
Star	apde2	Nacho cheese/chili dispenser
Hobart	lx1h	dishwasher X2
Crescor	121ph1818dld	hot box
Edlund	270	can opener
Robot Coupe	blixer6	blender
Manitowac		Ice Machine
Manitowac		Ice Machine
Wells	smpt-27	steam wells X4
Panasonic	SR-42H2P	Rice cooker X4
American	RCW-11	Rice Cooker X2

ATTACHMENT F

PRELIMINARY FOOD SERVICE EQUIPMENT LIST

Permanent		
Hatco		Food warmer X2
Induction Range	69500	induction burners X3
Vollrath	HS-11	steam wells
Duke Aerohot	TAHHFSSM	Food Warmer
Majestic		Double Sandwich Toaster X6
Panini		Single sandwich toaster
Vulcan	sg4c	Convection Oven
Vulcan	HGB50	Charbroiler
BE&SCO	31TC	Tamale Maker
Frymaster	FMP 245ECSC	Fryer
Frymaster	PMJ145ESC	Fryer
Hobart	2712	Slicer
Hobart	84186	Buffalo Chopper
Hobart	H600	Mixer
Hobart	A200	Mixer
Groen	CHF82	Tilt Skillet
Groen	CHF82	Tilt Skillet
Groen	HY66	Steamer
Groen	HY66	Steamer
Groen	HY66	Steamer
Groen	AH/1E60	Steam Kettle
Pitco	SG14R-3	Fryer
Pitco	SG14R-3	Fryer
TEC	IR2003	Broiler
TEC	IR2003	Broiler
Blodgett	DFG200	Double Stack Convection Oven
Blodgett	DFG200	Double Stack Convection Oven
Blodgett	DFG200	Double Stack Convection Oven
Blodgett	DFG200	Double Stack Convection Oven
Blodgett	DFG200	Double Stack Convection Oven
Alto Shaam	1000-THII	Cook/Hold Cabinets
Alto Shaam	1000-THII	Cook/Hold Cabinets
Alto Shaam	1000-THII	Cook/Hold Cabinets
Hobart	SS300-25	Garbage Disposal
	1301	Pizza Oven
	ET-8-Smt	Gas oven
Cleveland	None	Steamer
Berkel Slicer	808	Slicer
Hobart	C41A	Dish machine
Hobart	D 300T	Mixer
Savoy	Savoy	Panini Grilles
APW Wyott		Hot Dog Roller
TruHeat	SG 50xp	
	sbc-n/prc-n/mcr/tacn	New Tray Return Line
Conveyor		
Alto Sham	1000-B0-16	Double Door Alto Sham Warmer in Basement Area
Hobart	N/A	Veggie Chopper in Veggie Prep Room
Hobart	N/A	Buffalo Chopper in Veggie Prep Room
Hobart	V-1401	Mixer in Bake Shop 1

ATTACHMENT F

PRELIMINARY FOOD SERVICE EQUIPMENT LIST

Hobart	N/A	Rotating Conventional Oven in the bake shop
Hobart	ahprid	Proofer Oven
	65	Cookie Cutter
Middley Marshel	782	Dutch Rotating Oven in the Bake shop
Hobart	N/A	Slicer in Lets Go
Winston	GE14d	Lets Go Warmer
Hobart	A200	Table Top Mixer Hobart Mixer
Hobart	2610	Let's Go Hobart Slicer
Hobart	v1401	Mix in Bake Shop 2
Pitco	f18ssc	6 Natural Gas Fryers
Hobart	365lgh	Counter Top Grill in Sizzle
Pitco	3g6s45	Fryer Station in Sizzle
Hobart	m-802	Tall Kitchen Mixer
Vulcan	vccb25	Table Top Chargrill
Winston	GE14b	Winston Warmer in Produce and Roma
TEC	N/A	Charbroiler on Fryer Line
Keating	48bsld	Flat Top Grill in Sizzles
TEC		Short Grill for Chef Table
Dutchess	Jn-3	Bun Divider in Bakeshop
Winston	ge14k	Warmer in Roma
Winston	ge14k	Warmer in Sizzles
Kitchen Aide	ksmc505	Table Top Commercial Kitchen Aide Mixer
Imperial	ir-6nat	Gas Stove/Oven 6 burner in Bakeshop
Groen	mw/dt13-80-80 SP	Mixing Steam Kettle in Bake Shop (JMU Tag 112813)
N/a	N/a	Dough Sheeter
Berkel	919/1	Automatic slicer JMU 110916
Winston Products Co.	903L	Hot Box JMU 103316
LANG		Melt Master II Serial Number 19534
Southbend	GSX-10HE	Steam Master 2 Door Unit Serial 72434-7BB-3779
Hubert		Heat Sealer for cello wrap
Sodir/Equipex	Magestic CA 6081163	Panini Grill
Blodgett	Magnelek	Oven MARK V Serial #BU6/055
Keating	36LD36X30E	FLAT GRILL JMU 104258 Serial # GE4295
FRYMASTER		FRYMASTER FILTER II
HATCO		3-door Bun Warmer-JMU 113801
Fetco	CBS-52H15	Double Brewer Coffee Machine-Serial #12750801A
Cook Tek	MC 1800	Induction Cooker 5010-5258-00611
	9694-B	Hot Plate with Heat lamp Light Fixture x3
Gradisca D-Isonzo	SM 90/A	Coffee Bean Grinder
Gradisca D-Isonzo	SM 90/A	Coffee Bean Grinder
	SM 85E	Espresso Machine
Taylor	358-33	Ice Cream Machine-Taylor Serial # K8096758
Equipex	HD4	QE80852 Spike Bun Toaster
Edlund		Electric can opener

ATTACHMENT F

PRELIMINARY FOOD SERVICE EQUIPMENT LIST

Blodgett	COS101	Combination steam oven
Groen	BPM30G	Groen braising pan manual tilt 30 gallon 2" tangent
Pitco	SG14RS	Solstice gas fryer
Blodgett	DFG200	Blodgett Convection oven double unit
Hobart	Ft800	Dishwashing system with scraping table and disposal
Hobart	54181D	Buffalo Chopper
Crescor		Hotbox
Precision	RS-401	Hotbox

Hobart	A200FDT	Mixer
Bon Chef		Heatlamps and hot plates
AltoSham	1000-BO-96	Hotbox
Dean	TR-21	Vegetable Slicer
Winston	HA452201	Winston Holding Cabinet
Taylor	Y754-27	Taylor Frozen Yogurt Machine
Lincoln	Impinger 1301	Lincoln countertop pizza oven (x2)
Hobart	1712	Hobart Slicer
Waring	WPG250	Waring Panini Supreme grill
Edlund		Electric can opener
Frymaster	GSMSSD	Pasta Cooker
Accutemp	208-D6-3.0	Steam n Hold
Southbend		4 burner stove/oven
Winston	Ge 148	Holding cabinet - Hot Box
Marsa & Sons	MS	Steam Table
Hatco	Glo - ray	Food Warming pads
Marsa & Sons	60	pizza ovens
Universal Ware	Custom	Dishmachine
Hatco	1073829911	Booster heater for dishmachine
Garland	4440R	Garland gas stove 4 burner with broiler
Keating	Mira Clean	Gas Griddle/Flat Top
Accutemp	SW 2631	Steamer
Hobart	Reach in Refrige	Tall boy Refrigerator
Lincoln	Impinger 1301/1353	Pizza Oven
TRUE	4 DRAWER	4 drawer Refrigerator
Frymaster	H55SC	2 Fryers
Traulsen	2 door	Refrigerator
TEC	Grill	Chargrill
Vulcan	stove	6 burner stove with broiler
Marlet Forge	skillet	tote skillet
Hobart	Reach in Refrige	Refrigerator
Federal	CGR 3642	Bakery Case
Victory	1DS7EW	Cooks refrigerator
Hobart	GN922	convection oven
Hobart	QSI	22.7CUBIC FOOT REFRIGERATOR
HATCO		WARMING DRAWER
Atwood	RK 2001	Bagel Maker
Woodstone	WS-GVR-10	Vertical Rotisserie
Baker's Pride	EB-3-8-5736	Triple Stack Deck Oven