



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No.: UCPJMU5531

This contract entered into this 11th day of June, 2019, by Douglas Equipment 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 Tuesday, June 11, 2019 through June 10, 2021 with four (4) two-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal DHP-1030 dated February 14, 2019:
 - (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) Addendum One, dated March 21, 2019;
Addendum Two, dated March 28, 2019;
Addendum Three, dated April 8, 2019
- (3) The Contractor's Proposal dated April 4, 2019 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated June 11, 2019.

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

CONTRACTOR:

By: Rebecca Bergin
(Signature)

Rebecca Bergin
(Printed Name)

Title: Bid Analyst

PURCHASING AGENCY:

By: Diane Puffenbarger
(Signature)

Diane Puffenbarger
(Printed Name)

Title: Procurement Team Manager



**RFP # DHP-1030 - Commercial Kitchen Equipment,
Smallwares, Conceptual Design/Layout & Related Services
Negotiation Summary for Douglas Equipment**

June 11, 2019

1. Contractor shall provide the University with discount-off list price in accordance with Attachment E, Pricing Structure.
2. Contractor shall include Contract #, List Price, Percentage Discount-off, and Final Sell Price on all quotes.
3. Contractor shall not require any agency utilizing this contract to sign any additional forms or agreements when placing an order.
4. The Contractor has disclosed all potential fees, additional charges will not be accepted.
5. Payments shall be made in accordance with the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment.
6. Contractor will accept credit card purchases for any transaction, regardless of dollar amount and shall not charge additional credit card fees.

ATTACHMENT E - PRICING STRUCTURE

MANUFACTURER'S LISTING *(Revised March 21, 2019 - Addendum One)*

Vendor Name: Douglas Equipment				
MANUFACTURER	PROPOSED % DISCOUNT OFF LIST	MINIMUM ORDER AMOUNT (If Applicable)	ADDITIONAL VOLUME - BASED DISCOUNT	STANDARD LEAD TIME
AARCO	No Bid			
<i>Example -- AARCO Large Equipment</i>	No Bid			
<i>Example -- AARCO Smallwares</i>	No Bid			
<i>Example -- AARCO Parts</i>	No Bid			
ABANAKI	No Bid			
Accelerated Cooking Products (ACP)	70			
Accutemp (Steamers)	25			
Admiral Craft	30			
Advance Tabco	45			
Alegacy Foodservice Products Group	No Bid			
All Clad	No Bid			
Alto-Shaam	10			
AMANA	70			
AMCO Houseworks	No Bid			
American International Electric Sealer Supply (AIECO)	No Bid			
American Metalcraft	50			
Anchor Hocking (See Oneida Below)	No Bid			
Anko Food Processing Equipment Solutions	No Bid			
<i>Apex/Nortrax (Formerly Teknor Apex)</i>	No Bid			
APW Wyott Food Service	60			
Arc/Cardinal Food Service (Also known as Cardinal Foodservice)	40			
Ateco	30			
Atlas Metal Industries	20			
Autec (Sushi Machines)	No Bid			
Avantco	No Bid			
Baker's Pride Commercial Deck Ovens	45			
Bally (Walk-In Coolers/Freezers)	60			
Baxter Manufacturing	5			
Beech Ovens	No Bid			
Berkel Equipment	40			
BE&SCO Manufacturing	No Bid			
Beverage Air	65			
Bi-Line Conveyor Systems	No Bid			
Bizerba Food Service Products	5			
Blodgett	55			
Bon Chef	No Bid			
Brady ID	No Bid			
Breville	No Bid			
Broska Holland	No Bid			
Browne Food Service (Also known as Browne- Halco)	No Bid			
BSI Designs (Zguard) Sneeze Guards	20			
Buffet Enhancements	No Bid			
Bundy Baking Solutions - Chicago Metallic	No Bid			
BUNN Commercial Products	No Bid			
<i>Cactus Mat</i>	No Bid			
<i>Caddy Corp</i>	No Bid			

Cal-Mil	45			
Cambro	35			
CaptiveAire Commercial Kitchen Ventilation	15			
Cardinal Food Service <i>(Also known as Arc/Cardinal)</i>	45			
Carlisle	50			
Carter Hoffmann	45			
Cecilware	35			
Champion	25			
Channel Manufacturing, Inc.	35			
Chantal Cookware	No Bid			
Chef Revival (Chef Apparel)	35			
Chef's Choice by EdgeCraft	No Bid			
Chill-Rite Systems	No Bid			
Choice Equipment Company	No Bid			
Cleveland Range	55			
Cold Zone	No Bid			
Continental Manufacturing Company	No Bid			
Continental Refrigerator	60			
Convotherm	50			
Cooper Atkins	No Bid			
Core Glassware	No Bid			
Corelle Livingware	No Bid			
Corningware	No Bid			
Cres Cor	45			
Crock-Pot	No Bid			
Crown Equipment <i>(Pallet Jacks, etc.)</i>	No Bid			
Daydots	No Bid			
Delfield	45			
Delfin	No Bid			
Detecto	No Bid			
Dexter-Russell, Inc.	30			
Dickies	No Bid			
Dinex	50			
Dispense Rite	No Bid			
Displays 2 Go	No Bid			
Diversified Ceramics	No Bid			
Dormont Manufacturing	50			
Doyon Equipment	40			
Duke Manufacturing	25			
Dynamic	No Bid			
Eagle Group	40			
Eco-Lab Kitchen Equipment <i>(Flatware Soaking Tubs, etc.)</i>	No Bid			
Edhard Corporation	No Bid			
Edlund Company, LLC	30			
Electrolux	25			
Elite Global Solutions <i>(EGS) Food Service</i>	30			
EnviCor Smart Tank System <i>(Through Valley Proteins) http://vpSMARTTANK.com/how.php</i>	No Bid			
Epicurean	No Bid			
Europaeus Supplies, LLC <i>(Melamine Catering Products)</i>	No Bid			
Everpure	20			
Excell Kaiser	No Bid			
Federal Industries	No Bid			
FETCO Food Equipment	20			

FIFO Bottle <i>(First In First Out)</i>	No Bid			
Focus Food Service	30			
Follett Corporation	20			
Franklin Machine Products	No Bid			
Front of House (FOH) Foodservice & Hospitality	No Bid			
Fry Factory <i>(Automatic French Fry Cutter)</i>	No Bid			
Frymaster <i>(A Welbilt Brand)</i>	50			
G.E.T. Enterprises	45			
Garland Group	50			
Gaylord Industries, Inc.	No Bid			
Gemini Bakery Equipment	No Bid			
General Electric (GE)	No Bid			
Glastender, Inc.	20			
Globe	50			
Gold Metal	No Bid			
Gordon Brush	No Bid			
Groen	30			
Hall China Company - HLC Dinnerware	No Bid			
Halton	No Bid			
Hamilton Beach	40			
Harold Import Atlas	No Bid			
Hatco	40			
Henny Penny	No Bid			
Hobart	15			
Hollowick	No Bid			
Hoshizaki	35			
Hubert	No Bid			
Ice-O-Matic	55			
Insinger Dish Machines	No Bid			
Insinkerator	20			
ISI Group	No Bid			
Jaccard	No Bid			
Jackson Washers	40			
Jade Range	20			
Jamco Products	No Bid			
JB Prince Chef Tools & Equipment	No Bid			
John Boos & Company	35			
Jungheinrich Material Handling	No Bid			
Justrite	No Bid			
King Authur Flour <i>(Biscuit/Pastry Cutters)</i>	No Bid			
KitchenAid	No Bid			
Kohler Company <i>(Faucets, etc.)</i>	No Bid			
Kolpak	50			
Krowne	40			
Lainox Sapiens	No Bid			
Lakeside Food Service	45			
Lamber	No Bid			
Lancaster Table & Seating	No Bid			
Lava Cookware	No Bid			
Le Cruset	No Bid			
LG	No Bid			
Libbey	No Bid			
Lincoln Food Service	35			
Lockwood	No Bid			
Lodge	No Bid			
Magikitchen	25			
Magliner	No Bid			

Manitowoc	50			
Marshall Air Systems <i>(Food Service Equipment)</i> <i>Conveyor Broilers, Toasters, etc.</i>	No Bid			
Master-Bilt	40			
Mastrad Paris	No Bid			
Matfer Bourgeat	No Bid			
Mercer Culinary	50			
Merco Fried Food Stations	No Bid			
MerryChef	50			
Metro	40			
MFG <i>(Molded Fiberglas Tray Company)</i>	No Bid			
Microplane Professional	No Bid			
Mundial	No Bid			
National Checking	No Bid			
Nemco Food Equipment	40			
New Age Aluminum	40			
Ninja	No Bid			
Nitrocream Ice Cream Maker	No Bid			
Nobles	No Bid			
Nordic Ware	No Bid			
Norlake	50			
Norpro Bakeware/Cookware	No Bid			
Olympic Storage	No Bid			
Omcan Food Equipment	No Bid			
Oneida/Anchor Hocking	No Bid			
Oreck	No Bid			
OXO Good Grip	No Bid			
Pack n Wood	No Bid			
Pampered Chef	No Bid			
Panasonic	35			
Patty-O-Matic	No Bid			
Perlick	40			
Piper Products	35			
Pitco Frialator	60			
PolyScience	No Bid			
Progressive International Corp.	No Bid			
ProLuxe Restaurant Equipment	No Bid			
Proteam Proguard	No Bid			
Randell Refrigeration	40			
Rational	10			
Regency	No Bid			
Restaurantware Supplies	No Bid			
Rheem Heating <i>(Cooling Water Products)</i>	No Bid			
Robot Coupe	10			
Rosseto	No Bid			
Royal Industries	No Bid			
RPI Industries	No Bid			
Rubbermaid	40			
Safety Boulevard Safety Products	No Bid			
Salvajor Disposers	45			
San Jamar	50			
Saniserv	30			
Sant' Andrea	No Bid			
Sasa Demarie Silpat	No Bid			
Saturn <i>(Refrigerators)</i>	No Bid			
Schaerer USA	No Bid			
Scotsman	55			
Select Stainless <i>(Worktables)</i>	No Bid			

Sentry Safe	No Bid			
Server Express	No Bid			
Server Products	No Bid			
Service Ideas	45			
Shortening Shuttle <i>(Waste Oil Carrier)</i>	No Bid			
Snap Drape Brands	No Bid			
Somat Company	No Bid			
Southbend	50			
Spring USA	30			
Stainless Fixtures, Inc. <i>(Custom stainless products)</i>	No Bid			
Star	50			
Steelite International	No Bid			
Steril-Sil Company, LLC	No Bid			
Sterno Products	35			
Stero Company	No Bid			
Structural Concepts - <i>Merchandisers (Food Service Display Cases)</i>	50			
Supera <i>(Reach-In Refrigeration)</i>	No Bid			
Sveba Dahlen	No Bid			
Syracuse	No Bid			
Tablecraft Products	35			
Taylor Precision Products	50			
Taylor-Company <i>(Taylor Freezer)</i>	No Bid			
The Merchantile Company	No Bid			
Thunder Group	No Bid			
Tor-Rey Solutions	No Bid			
Town Food Service Equipment Company	No Bid			
Town Steel	No Bid			
Traulsen	25			
TRUE Food Service	65			
T&S Brass	30			
Tucker Safety/BurnGuard	No Bid			
Turbo Chef	5			
Turbo Air	50			
Univex Corporation <i>(Food Prep Equipment)</i>	35			
UNOX	No Bid			
Urban Cultivator <i>(Indoor Gardens)</i>	No Bid			
Update International	45			
Varimixer	35			
Versa-Gard	No Bid			
Victorinox Forschner Professional Kitchen Cutlery	35			
VitaMix	40			
Vollrath	50			
Vue-More Manufacturing	No Bid			
Vulcan	55			
Waring	45			
Wells Lamont <i>(Whizard Protective Wear - Jomac)</i>	No Bid			
Weston Products	No Bid			
Wilson Safe	No Bid			
Winco	55			
Windsor Vacuum Cleaners	No Bid			
Win-Holt	40			
Wolf Appliances	50			
WoodStone Corporation	No Bid			

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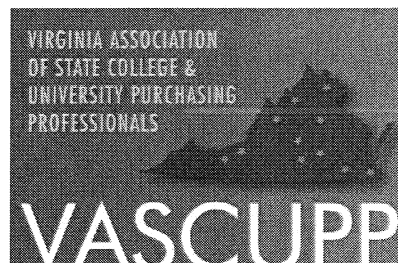


Request for Proposal

RFP# DHP-1030

**Commercial Kitchen Equipment, Smallwares,
Conceptual Design/Layout & Related Services**

February 14, 2019



REQUEST FOR PROPOSAL
RFP# DHP-1030

Issue Date: February 14, 2019

Title: Commercial Kitchen Equipment, Smallwares, Conceptual Design/ Layout & Related Services

Issuing Agency: 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 Two (2) Years with the option to renew for four (4) additional two (2) year periods.

Sealed Proposals Will Be Received Until 2:00 P.M. on Wednesday, April 3, 2019 for Furnishing The Services Described Herein.

OPTIONAL PRE-PROPOSAL CONFERENCE: (See Special Terms and Conditions) will be held on Wednesday, March 6, 2019 at 10:00 a.m. in Room 1001 of the Wine Price Building (752 Ott Street, Harrisonburg, VA)

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: Diane Puffenbarger, Procurement Services Manager, hamilt dx@jmu.edu or 540-568-3131; (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: Rebecca Bergin
(Signature in Ink)

Name: Rebecca Bergin
(Please Print)

Douglas Equipment
301 North Street
Bluefield, WV 24701

Date: 4/4/19 Title: Bid Analyst

Web Address: www.douglasequipment.us Phone: 304-327-0149

Email: rebecca@douglasequipment.us Fax #: 304-325-3848

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 RB #2 RB #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

MAINTENANCE AND OPERATION MANUALS: Indicate Contractor's understanding of the requirement to provide all equipment manuals, etc. (both hard copy and digital versions) for each piece of equipment furnished under this solicitation as specified in the *Equipment Manuals* Special Term and Condition of this solicitation: _____ (initial).

FLAMMABLE REFRIGERANTS: Indicate Contractor's understanding of the University's ban of flammable refrigerants as specified in the *FLAMMABLE REFRIGERANTS* Special Term and Condition of this solicitation: RB (initial).

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.

ANSWER/INQUIRY SUBMISSION FORM
DEADLINE FOR SUBMISSION OF QUESTIONS: Tuesday, March 26, 2019 @ 5:00 p.m.

****PROCEDURE FOR SUBMITTING QUESTIONS****

N/A

All questions and inquiries pertaining to this Request for Proposals shall be formally submitted on this document. Questions should be submitted in writing and should reference, whenever possible, the Page, Section, and/or Item number within the technical specifications of this document that the question is in reference to.

Questions shall be submitted to: Diane Puffenbarger @ hamiltdx@jmu.edu or by fax to: 540-568-7935

Answers to all questions received will be issued through a written addendum (if applicable) and become a part of the permanent record of this solicitation.

Date: _____

Project Location: James Madison University Campus - Harrisonburg, Virginia
RFP# & Title: DHP-1030 – Commercial Kitchen Equipment, Smallwares, Conceptual Design/Layout and Related Services

Please indicate the following for each question: Section (number) _____, Page _____, Paragraph _____

Question(s) submitted by:

Name	Organization	e-mail address
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REQUEST FOR PROPOSAL

RFP # DHP-1030

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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 term contract with multiple contractors to provide commercial kitchen equipment, smallwares, supervision, labor, equipment, tools, materials and incidentals necessary to disconnect, remove and surplus existing kitchen equipment (if requested) and install new kitchen equipment (from point of connection) at the various campus dining locations on an "as needed" basis for James Madison University (JMU), an agency of the Commonwealth of Virginia. Additionally, Contractor(s) may be asked to assist in the conceptual design/layout of the "kitchen and/or back-of-house" areas for some of the smaller projects (Non-Capital). Initial contract shall be for two (2) years with an option to renew for four (4) additional two-year periods.

PLEASE NOTE: In order to be considered for an award, Offerors may submit a proposal on all or any portion of this solicitation and include any other services offered. Offerors will not be disqualified if unable to provide every manufacturer and/or service.

II. BACKGROUND:

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia that was established in 1908 and has an enrollment of approximately 22,000 students and approximately 4,000 faculty and staff. Over 600 individual departments on campus support eight (8) academic divisions. The University offers over 133 majors, minors, and concentrations. JMU's campus covers 785 acres and comprises 138 buildings. JMU has 34 student housing buildings on campus with a current residence hall capacity of 6,308.

In some instances, our foodservice vendor provides JMU with the required information when kitchen equipment needs replacement (in any of the locations for which they are responsible). JMU then handles the purchase. Items may be delivered to the dock of the building where the item is needed and JMU personnel will provide the installation necessary or some equipment orders require the complete turn-key installation process.

James Madison University has contracted with a food service provider for all our Dining Services needs which encompasses residential dining, retail dining, catering, vending and concessions. The combined campus Dining Facilities serve over 170,000 meals weekly in addition to the non-managed facilities. James Madison University has areas throughout campus that have kitchen equipment needs which are not part of the Dining Services Program. These areas include, but are not limited to, Dietetics area in the College of Health & Behavioral Students (CHBS) Building, The Hart School in Godwin Hall, various scientific departments such as Geology, Biology & Chemistry and other miscellaneous areas.

Following is a current listing of the various Dining Locations on campus where either replacement equipment or new equipment might be requested in the future. This listing is subject to change due to the growth potential of the University. The listing also contains some of the known future areas where kitchen equipment may be needed.

DINING LOCATION	DESCRIPTION
D-HALL (Old Gibbons Hall)	Main Campus Dining Facility (New facility - completed June, 2018.)
PHILLIPS CENTER (PC Dukes)	Under Demolition – To be Replaced – (described below) FF&E Equipment/Smallwares, etc. will be ordered through resulting contracts established through this solicitation
D-HUB	Temporary Food Facility while Phillips Center is being re-built – JMU Leases Bldg. Some Equipment owned by JMU
EAST CAMPUS DINING HALL	Provides Dining on East Side of Campus
STUDENT SUCCESS CENTER	Bistro 1908, Dunkin Donuts
MEMORIAL HALL	Corner Bistro

FESTIVAL CONFERENCE & STUDENT CENTER	Large Food Court & Java City Coffee Shop on Lower Level
MADISON UNION (Warren Hall)	Madison Grill (Located on 5th Floor of Warren Hall)& Auntie Anne's (Basement Level)
GRACE STREET APTS.	Subway Café
UREC Center	Freshens
MR. CHIPS	Convenience Store – Grab & Go Sandwiches, Salads, Beverages, etc.
LIBRARY (Rose & Carrier locations)	Starbucks - A-La-Carte Dining (coffee, beverages, warm sandwiches, etc.)
COLLEGE OF BUSINESS	Under Construction – There is a “Retail Food Court” planned for the space
Union Bank & Trust Convocation Center	Under Construction (described below)
New Dorm (Behind UREC)	Under Construction – a small P.O.D is planned for the space
BRIDGEFORTH FOOTBALL STADIUM	Concession Area
VETERANS MEMORIAL PARK (Concession Area)	Concession Area
CONVOCATION CENTER (Concession Area)	Concession Area
UNIVERSITY PARK (Port Republic Road Fields)	Concession Area
EAGLE FIELD	Concession Area
FOOD TRUCK STATIONS (3)	There are three (3) Food Truck Stations
EnGEO Sciences Building	P.O.D. (Provisions on Demand) & Misc. equipment (non-scientific)
CHBS (College of Health & Behavioral Studies Building)	Dietetics Kitchen Area
GODWIN HALL	The Hart School

The James Madison University campus map can be viewed at the following location. The campus map will assist your firm (including your delivery/installation personnel) in becoming familiar with the various dining locations and routes necessary. <http://www.jmu.edu/map/>

In order to provide historical spend information, the following was obtained through running spend reports in eVA from 2015 through 2018:

Spend report is based on the following NIGP Commodity "Class" Codes:

045 - Appliances & Equipment, Household Type

090 - Bakery Equipment - Commercial

165 - Cafeteria & Kitchen Equipment - Commercial

240 - Cutlery, Cookware, Dishes, Glassware, Silverware, Utensils and Supplies

370 - Food Processing & Canning Equipment & Supplies

YEAR	STATE OF VIRGINIA SPEND	JMU SPEND PORTION
2015	9,496,507.77	419,346.26
2016	9,118,124.00	674,733.22
2017	9,854,142.12	217,809.88
2018	14,566,467.31	1,682,907.38
Total to Date	43,035,241.20	2,994,796.74

NOTE: Spend amounts listed above only reflect orders entered into the eVA System under the commodity classes listed above. Totals may not reflect actual total spent. Spend amounts DO NOT reflect construction contractor installed equipment which was part of a capital project.

Following is a brief description of two (2) upcoming capital construction projects. The built-in kitchen equipment for these projects will be purchased and installed through the construction manager contractors for each project and will not come through JMU for purchase. However, as in other projects, additional equipment and smallwares will be needed, and those products will be purchased by JMU directly.

Phillips Hall - The Phillips Hall Replacement Project includes the design and construction of a 42,280 gsf replacement dining facility. This facility will provide modernized food service operations for a state-of-the-art retail dining facility with estimated seating capacity for 950 students. The previous Phillips Hall dining operation served more than 40,000 meals per week and the replacement facility will be an integral part of the University's dining services. The estimated substantial completion will be June, 2020.

Union Bank & Trust Center – This location will provide a venue for basketball games, commencements, trade shows, concerts and other large gatherings. It will also feature a club area, courtside seating with a designated private courtside hospitality area, expanded concessions, multipurpose group event space, a team store and a Raising Canes Restaurant.

Additional information regarding JMU's current construction projects can be found at:

<https://www.jmu.edu/news/campus-construction/index.shtml>

Anticipated RFP Issuance – Award Timeline:

TIMELINE SCHEDULE	DETAILS	*DATE
RFP Advertised	VBO & Richmond Times	February 14, 2019
RFP Posted	VBO Website	February 14, 2019
Optional Pre-Proposal Conference	JMU Procurement Services Wine Price Building - First Floor 752 Ott Street Harrisonburg, VA	March 6, 2019
Last Day to Submit Questions	Send to: hamilt dx@jmu.edu	March 26, 2019
JMU's Response to Questions	E-Mail sent from hamilt dx@jmu.edu	March 28, 2019
Sealed Proposals Due	JMU Procurement Services Dept. Wine Price Building - MSC 5720 752 Ott Street Harrisonburg, VA 22807	April 3, 2019
Oral Presentations (If Requested by JMU)	TBD	April 8-19, 2019
Conducting Negotiations	E-Mail and/or in JMU Procurement Office	April 8-19, 2019
Award of Contract(s)	JMU Procurement Services	Approx. April 18, 2019

*Dates are subject to change at the discretion of JMU

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. SCOPE OF SERVICES

The Contractor(s) will be expected to provide commercial kitchen equipment, smallwares, conceptual kitchen layout/design (if requested) & related equipment & services as required. Purchases will be placed on an as needed basis for new building projects that require kitchen equipment, in addition to fulfilling orders for single item equipment purchases which may replace an existing piece of equipment.

Offerors are requested to submit their total line of available products and services. While this solicitation specifically covers foodservice equipment, smallwares, conceptual design/layout and/or installation, Offerors are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business. Proposals must include a full description of each service offering. Services may include (but are not limited to): technical support, maintenance and repairs, parts inventory, etc. We recognize that not any one vendor/supplier maybe able to provide all product lines, however, no systems, products, or services have been excluded from this Request for Proposals (RFP). All products, supplies and accessories carried in a Manufacturer's/Vendor's/Supplier's catalog(s), price book(s) or otherwise available by special order, are part of this solicitation.

Orders placed against any resulting contract(s) for equipment will be issued by departments within James Madison University (JMU) and not through construction manager firms working on a building project for JMU. Any pricing requests from a construction manager/contractor that refers to a JMU Project will be separate from any resulting contract(s) as a result of this solicitation.

All products offered under a resulting contract shall be new, unused and currently available. Remanufactured or refurbished products are not acceptable, in lieu of new products, unless specifically requested/authorized by the end-user/requesting department.

Term Clarification:

- Foodservice Equipment - Foodservice Equipment is defined as commercial-only equipment that is National Sanitation Foundation (NSF) approved and is suitable to be installed in a commercial kitchen environment to include, **but not limited to:** walk-in coolers and freezers, refrigeration appliances, cooking appliances, tables, sinks, shelving, food processing and preparation equipment, hoods and associated components, material handling and food transporting equipment, warmers, temperature-holding equipment and cafeteria-style serving lines.
- Foodservice Smallwares - Foodservice Smallwares are defined as commercial-only smallwares that are National Sanitation Foundation (NSF) approved to include, **but not limited to:** pots, pans, bakeware, serving implements, trays, china, glassware, dinnerware, cups, flatware, scales, food safety implements, cutting boards, cutlery, food storage boxes, light appliances, utensils, food preparation tools, janitorial supplies, cleaning supplies, carts, baskets, coffee brewers, liquid dispensers, racks and temperature-monitoring devices.
- Foodservice Conceptual Kitchen Layout/Design – (If Requested) Assist department(s) in the conceptual layout/ design that will maximize space and productivity and assist with specification of equipment and preliminary budget. At times, Contractor may be requested to work with an Architect and/or Engineer in order to accommodate the end-users requirements.
- Foodservice Installation– In some instances, the University may need the Foodservice Contractor(s) to be able to receive and store equipment until the facility is ready for installation. Additionally, they should be willing to perform the function/role as the contractor of the installation project and

coordinate, supervise and administer their employees and sub-contractors to work with the site coordinators, as needed, to assure that the project is completed in a timely manner and as proposed in the Purchase Order. Installation will include removal from transportation vehicle, taking item(s) to specific areas, assembly if necessary, setting in place and connection to utilities along with the removal of all packaging materials from the site.

V. STATEMENT OF NEEDS

OFFERORS SHALL PROVIDE DETAILED RESPONSES TO THE FOLLOWING:

- A. **Conceptual Kitchen Layout/Design:** Contractor(s) may be asked to assist in the planning, design and specification portion of a Dining Services project to ensure that JMU Departments meet all JMU and State requirements which include (but are not limited to) specifying equipment with the ENERGY STAR rating and meet the ENERGY STAR specifications (www.energystar.gov) for energy efficiency along with the equipment fire and safety requirements. *Reference the following Special Terms in Section VIII – Electrical Equipment Standards & Flammable Refrigerants.* This may also include the “back-of-the-house” storage areas to maximize storage space. Describe the level of service your firm is capable of providing.
- B. **On-Line Ordering Process:** Describe your firm's ability to provide on-line ordering process, possibly a “Hot List” of our top 100 items, either directly from your firm's website or as an eVA punch-out catalog, including the functionality of the system and how it would reflect discounts offered to JMU (or any other VASCUPP Agency utilizing the system). Additionally, it may be necessary for your firm to provide an on-site presentation of the system.
- C. **Quote Process:** Describe your firm's capability in providing detailed information on each quote requested which includes the manufacturer, model number, description, options, quantity, list price, discount allowed, final price, separate delivery charges, (including any extra charges for ramps, lift-gates, etc.), installation charges and delivery timeline. Provide a sample “quote” with your response.
- D. **Payment Terms:** Provide your firm's payment policy (i.e. Net 30, % at time of order, etc.) and in what instances your firm would need to specify payment terms for specialized delivery / receiving requirements.
email requests to: rebecca@douglasequipment.us
NET 30
- E. **Invoicing/Packing Slips/Credit Memo's/Backorders/Returns, etc.:** Describe the content of and provide an example of each of the above items. All paperwork should include the name of ordering department and employee placing order, delivery location, purchase order number, date, items delivered, items backordered, items returned & credited and line item pricing. If the items don't include all the references needed, would your firm be willing to adjust the system to accommodate this request?
- F. **Installation:** Describe your firm's ability to provide adequate manpower to unload and install all equipment specified/ordered, on consecutive days, until project completion in order to assure and expedite delivery and installation. Describe how your firm calculates installation fees.
- G. **Delivery Vehicle(s):** Provide information on your company-owned delivery vehicles which includes the number of delivery vehicles in your fleet, size and capacity for each and whether they're equipped with ramps and/or lift gates, etc. *Varies per project location*
We subcontract installs in your area and/or use commercial delivery trucks
- H. **Personnel:** Describe your firm's approach to hiring qualified personnel which are thoroughly qualified and experienced in all aspects of inspection and set-up of commercial kitchen equipment. Are the installers full-time employees of your firm or are they sub-contracted? Additionally, list any specific licenses your firm holds. *Installers are full-time employees & subcontracted throughout VA/the US.*
- I. **Replacement Policy:** Provide your firm's replacement policy for any items/equipment showing evidence of defective materials or workmanship, including installation workmanship after notification.
Varies per manufacturer

- J. **Returns/Restocking Fees:** Describe your firm's "Return Policy" and when/if "Restocking Fees" are charged. *Varies per manufacturer*
- K. **Trash Removal:** Provide your firm's procedure for removal of debris and wrapping/packaging materials from the premises. *Will be provided as requested per Subcontractor.*
- L. **Payment Options:** Does your firm accept Credit Cards and if so, list all cards accepted? Provide fees associated with each type of card accepted along with minimum/maximum order requirements. *Yes - 3%*

M. Essential Requirements for Capital & Large Quantity Product Projects:

- See Attached*
1. Describe your firm's company-owned warehouse/facility(s) (i.e. location(s), size, type of structure, etc.) and your firm's ability and acceptance to receive and verify all equipment at this warehouse/facility prior to delivery and installation of product. All items are expected to be new, inspected and free of defects. Any defects shall be rectified to the fullest extent possible, prior to delivery and installation.
 2. State your firm's capability and acceptance of a contractor representative being on-site at all times during delivery & installation of products to rectify any problems IMMEDIATELY.
 3. Acknowledge your firm's agreement that the delivery & installation date of equipment SHALL be coordinated with the designated contact person specified on the resulting purchase order to ensure deliveries are staggered to avoid vendors delivering and installing at the same time. This will assist in minimizing mistakes, breakage and parking issues.
 4. Describe how products are packed/delivered in order to avoid breakage, scaring and any other damage (i.e. palletized) and what steps your firm takes to rectify any damage which occurred during transit.

- N. Pricing:** Pricing/Discount Structure shall be provided on Attachment E – Offerors shall include the "percentage off" discount with indefinite quantities for each manufacturer they represent. Provide any additional "volume-based discount" pricing (i.e. deeper discounts based on dollar thresholds for single orders, accumulative purchases by agency and/or provide information on how additional discounts can be earned). Offerors shall describe all available pricing options for services (discount off list, hourly fees, per unit fees, etc.). The resulting contract(s) will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2. If any products or services listed (hourly rate, delivery, installation, travel, etc.) are different for any other Zone, state the pricing associated with each Zone. *All zones included*

- O. Price Adjustments:** Provide information on how your firm handles price adjustments during the contract period and how that information is passed on to the customer. Price adjustments may be permitted for changes in the Manufacturer's List Pricing during the contract period (not just at time of renewal). Price change requests outside the renewal period timeframe shall be supported by evidence of increased costs to the contractor. *See Attached*

- P. Additional Information for Consideration:** Provide any other information regarding products, services, etc. that your firm would like for us to consider or that is unique to your firm (i.e. repair, maintenance, etc.).

VI. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

V. Statement of Needs

E. Invoice sample can be provided tomorrow. Accounting has left for the day. Packing slips provided per manufacturer as we ship directly from the factory in most cases. Returns are handles on an case by case scenario as the return policy varies per manufacturer as well.

M. Essential requirements

1. We are located in Bluefield, WV. Our warehouse, offices and service department are all located here. All equipment requiring installation will be shipped directly from the factory to our subcontractor who will check for any damages before delivering and installing at your desired location.

2. Any installation will be handled by a trusted subcontractor who will remain on site until installation is complete.

3. All deliveries and installations will be coordinated with your designated contact person to help to avoid any delays or issues.

4. Products are packaged/crated by the manufacturer at their factory to ensure the utmost safety to the equipment being delivered. We will handle any freight issues should anything arrive to our subcontractor/installer damaged.

O. Price adjustment requests will be handles via email by me should the need arise during the duration of this contract.

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 five (5) copies** 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/Offer Form (Page 2) completed and signed as required – Acknowledge any Addenda Received in the spaces provided.
2. Plan and methodology for providing the goods/services as described in Section V. B. “Requirements” of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, a brief history of the firm, the expertise, qualifications, and experience of the firm and background information on individuals that will be

assigned to our account (i.e. position within company, how long employed, experience working with universities, etc.) Provide brief 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 Pricing. See Section XI. Pricing Schedule of this Request for Proposal AND Attachment E – Pricing Structure.

VII. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

	<u>Points</u>
1. Quality and range of products/services offered and suitability for intended purposes	20
2. Qualifications and experience of Offeror in providing the goods/services – (i.e. experience & qualifications of key employees that will be involved with this contract, experience in working with similar institutions, experience with projects of significant size & complexity)	20
3. Specific plans or methodology to be used to perform the services& capabilities of Offeror (i.e. Ordering process, response time to orders & service, customer service/problem resolution, delivery methods, installation by vendor personnel or sub-contracting installation portion, invoicing process, warranty issues, etc.)	20
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Pricing (To include Discount Structure, Costs & Fees for other products/ services	30
	<hr/> 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.

VIII. 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 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, 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).)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, 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, 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. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- Z. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- AA. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

IX. SPECIAL TERMS AND CONDITIONS

- A. 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.
- B. ADDITIONAL INFORMATION: The University reserves the right to ask any offeror to submit information missing from its proposal, to clarify its proposal and to submit additional information which the University deems desirable.
- C. 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 (or any other University that utilizes this contract) 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.

- D. 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.
- E. 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.
- F. 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.
- G. CONTRACTOR REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for \$120,000 or more, or if the total value of all such contracts undertaken by offeror within any 12-month period is \$750,000 or more, the offeror is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for \$10,000 or more but less than \$120,000, or if the total value of all such contracts undertaken by offeror within any 12-month period is \$150,000 or more, but less than \$750,000 or more, the offeror is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is over \$1,000 but less than \$10,000, or if the contractor does less than \$150,000 in business in a 12-month period, the offeror is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The offeror shall place on the outside of the envelope containing the proposal and shall place in the proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. 2705026890 Specialty CIC REF
Licensed Class B Virginia Contractor No. _____ Specialty _____
Licensed Class C Virginia Contractor No. _____ Specialty _____

If the offeror shall fail to provide this information on his proposal or on the envelope containing the proposal and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of proposals, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and his proposal will not be considered.

If an offeror shall fail to obtain the required license prior to submission of his proposal, the proposal shall not be considered.

NOTE: The "Contractor Registration" section applies in the event that JMU or any VASCUPP agency requires installation of a built-in piece of equipment (i.e. walk in freezer, etc.).

- H. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

- 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. 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.
- K. DELIVERY AND STORAGE: It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.
- L. 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). <https://www.osha.gov/dts/otpca/nrtl/nrtllist.html>

- M. EQUIPMENT MANUALS (*hard copy and electronic versions are required*): The Contractor shall provide James Madison University with the following items (as applicable) at the time of delivery in both hard copy and digital versions – final payment could be delayed until all items are received by JMU Personnel:

Operator Maintenance Manual

Owner Maintenance Manual

Parts Manual

Wiring Diagrams

Warranty Information

Technical Data Sheets

Any other technical information related to the piece of equipment (i.e. shop drawings, etc.)

Digital (flash drive or CD) version of the above items or they can be e-mailed to Gail Turnbull at turnbugl@jmu.edu no later than 48 hours after delivery. Please reference the Purchase Order Number associated with the purchase of the equipment.

- N. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owners' representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- O. FLAMMABLE REFRIGERANTS: The University has imposed a Campus-wide ban on the purchase of equipment, appliances, etc. that use flammable refrigerants to include, but are not limited to R-290 and R600A. The Contractor shall be responsible for verifying the equipment being offered as an equivalent model, does not contain flammable refrigerants noted within. Questions regarding acceptable refrigerants may be directed to JMU Facilities Management Operations Associate Director, Rodney Lam at lamrl@jmu.edu.
- P. 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.
- Q. INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
- R. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as per the template at the end of this document. (For ease of identification, please attach the template to the envelope/package).
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.
- S. INSTALLATION: If Applicable during the term of this contract - All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- T. 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.

- U. 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.
- V. 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.
- W. OPTIONAL PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held at **10:00 a.m. on Wednesday, March 6, 2019 at the Wine Price Building (752 Ott Street, Harrisonburg, VA) in Room 1001** which is just inside the main doors of the building. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

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

IF YOU ARE AN INDIVIDUAL WITH A DISABILITY WITH NEED OF REASONABLE ACCOMMODATIONS TO PARTICIPATE IN THIS ACTIVITY, PLEASE NOTIFY DIANE PUFFENBARGER, PROCUREMENT MANAGER AT hamiltdx@jmu.edu or 540-568-3131 NO LATER THAN MARCH 28, 2019. INDIVIDUALS WITH HEARING/SPEECH DISABILITY ARE ENCOURAGED TO USE THE VIRGINIA RELAY SERVICE. TDD USERS – 800-828-1120

- X. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- Y. PRODUCT AVAILABILITY/SUBSTITUTION: *Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited* unless approved in writing by the Contract Officer. James Madison University 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.
- Z. 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.

AA. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive two-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases for the “services” portion of this contract (i.e. design, labor, delivery, installation, etc.) 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 two-year period, the contract price(s) for the additional two years 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.

BB. 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 SBSD 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 (SBSD) 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 (SBSD)-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.

- CC. 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.
- DD. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- EE. 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.
- FF. 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/ 568-7936 or 540/568-7935.
- GG. 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 proposal.
- HH. 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.

X. METHOD OF PAYMENT

The contractor will be paid on the basis of 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 are asking our vendors and suppliers to enroll in the Wells Fargo Bank single use

Commercial Card Number process or electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Wells Fargo Bank single use Commercial Card Number process will receive the benefit of being paid in Net 15 days. Additional information is available online at: <http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

XI. PRICING SCHEDULE

The offeror shall provide their discount structure of percentage (%) off “manufacturer listing pricing” (Attachment E) along with pricing for all products and services included in offeror’s proposal (hourly rate, delivery charges, travel charges, charge card service fees, etc.). The resulting contract(s) will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2. If any products or services listed (hourly rate, delivery, installation, travel, etc.) are different for any other Zone, state the pricing associated with each Zone.

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/support/small-business/regulations-fees.html>.

XII. 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: JMU’s Commonly Used Manufacturer’s Listing & Proposed Discount Structure

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.

33 Years Months 0

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 #
Va. Tech, Blacksburg, VA		Christine Boling	(540) 231-5993
Fulton Co. Schools, Atlanta, GA		Henry Smith	(470) 254-8964
Mercer Co. Schools, Princeton, WV		Regina Barick	(304) 487-1551
Salem Keizer PS, Salem, OR		Sylvia Borrás	(503) 399-3090
Univ. of Florida, Gainesville, FL		Bill McGinn	(352) 278-2819

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

Rebecca Bergin, 301 North St., Bluefield, WV 24701
 Any Bid Specialist, 301 North St., Bluefield, WV 24701

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 [x] NO

IF YES, EXPLAIN:

ATTACHMENT B

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

Offeror Name: Douglas Equipment Preparer Name: Rebecca Bergin

Date: 4/7/19

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

If yes, certification number: 659840 Certification date: 12-12-16

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: RFP # DHP -1030

Date Form Completed: 4/5/19

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

Offeror / Proposer:

Douglas Equipment 301 North Street
Firm Address Bluefield, WV 26001

Rebecca Bergin
(304) 327-0149
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)
<u>will vary</u> <u>per project location</u>					

(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 _____, 2019, by Douglas Equipment 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: Rebecca Bergin
(Signature)

By: _____
(Signature)

Rebecca Bergin
(Printed Name)

(Printed Name)

Title: Bid Analyst

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 4

University of Mary Washington (Fredericksburg)

Zone 7

Longwood University (Farmville)

Zone 2

James Madison University (Harrisonburg)

Zone 5

College of William and Mary (Williamsburg)

Old Dominion University (Norfolk)

Zone 8

Virginia Military Institute (Lexington)

Virginia Tech (Blacksburg)

Radford University (Radford)

Zone 3

University of Virginia (Charlottesville)

Zone 6

Virginia Commonwealth University (Richmond)

Zone 9

University of Virginia - Wise (Wise)

YOU MAY CUT OUT THIS TEMPLATE & ATTACH TO YOUR ENVELOPE FOR MAILING

Cut Here

Vendor Name

Vendor Mailing Address

Vendor's City, State & Zip

JAMESMADISONUNIVERSITY
PROCUREMENT SERVICES, MSC 5720
ATTN: Diane Puffenbarger
752 OTT STREET, WINE PRICE BUILDING
HARRISONBURG, VA22807
(or 22801 if using "Courier Service i.e. UPS, Fed-Ex, etc.)

SEALED RESPONSE (If responding by mail or courier)

RFP NO: DHP-1030

DATE DUE: Wednesday, April 3, 2019 @ 2:00 p.m.

Response Checklist:

Completed Identification Cover Sheet

Completed Response to Questions within Solicitation

Completed Attachment A – Offeror Data Sheet

Completed Attachment B – SWaM Utilization Plan

Completed Attachment E – Proposed Pricing Structure

Acknowledge Receipt of Addenda (if applicable) _____



March 21, 2019

ADDENDUM NO.: One

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# DHP-1030**
Dated: **February 14, 2019**
Commodity: ***Commercial Kitchen Equipment, Smallwares, Conceptual Design/
Layout & Related Services***
RFP Closing On: **April 3, 2019 @ 2:00 p.m. (No Change)**

Please note the clarifications and/or changes made on this proposal program:

1. Revisions to Attachment E – Pricing Structure are shown in “Red” – 13 Manufacturers were added and multiple discount structures from a single manufacturer are explained.

Signify receipt of this addendum by initialing “*Addendum #1* _____” on the signature page of your proposal.

Sincerely,

Diane Puffenbarger
Manager, Procurement Services
Phone: (540-568-3131)

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of
PROCUREMENT SERVICES 540.568.3145 Phone
540.568.7936 Fax



March 28, 2019

ADDENDUM NO.: Two

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# DHP-1030**
Dated: **February 14, 2019**
Commodity: ***Commercial Kitchen Equipment, Smallwares, Conceptual Design/
Layout & Related Services***
RFP Closing On: **April 11, 2019 @ 2:00 p.m. (Changed)**

Please note the clarifications and/or changes made on this proposal program:

1. The RFP closing date has been extended until April 11, 2019 @ 2:00 p.m.

Signify receipt of this addendum by initialing "*Addendum #2*_____" on the signature page of your proposal.

Sincerely,

Diane Puffenbarger
Manager, Procurement Services
Phone: (540-568-3131)

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of 540.568.3145 Phone
PROCUREMENT SERVICES 540.568.7936 Fax

RFP DHP-1030 - ATTACHMENT E - PRICING STRUCTURE

(Due April 11, 2019 @ 2:00 p.m.)

MANUFACTURER'S LISTING (Revised March 21, 2019 - Addendum One)

Vendor Name: Douglas Equipment

PLEASE NOTE: In order to be considered for an award, Offerors may submit a proposal on all or part of this manufacturer/service listing. Offerors will not be disqualified if unable to provide every manufacturer and/or service.

****If multiple discount structures are needed for a manufacturer, please insert rows where necessary and highlight any additions/changes so they will be easy for this committee to review. Reference the "Example" shown below:**

MANUFACTURER	PROPOSED % DISCOUNT OFF LIST	MINIMUM ORDER AMOUNT (If Applicable)	ADDITIONAL VOLUME - BASED DISCOUNT	STANDARD LEAD TIME
AARCO	No Bid			
<i>Example -- AARCO Large Equipment</i>	No Bid			
<i>Example -- AARCO Smallwares</i>	No Bid			
<i>Example -- AARCO Parts</i>	No Bid			
ABANAKI	No Bid			
Accelerated Cooking Products (ACP)	70			
Accutemp (Steamers)	25			
Admiral Craft	30			
Advance Tabco	45			
Alegacy Foodservice Products Group	No Bid			
All Clad	No Bid			
Alto-Shaam	10			
AMANA	70			
AMCO Houseworks	No Bid			
American International Electric Sealer Supply (AIECO)	No Bid			
American Metalcraft	50			
Anchor Hocking (<i>See Oneida Below</i>)	No Bid			
Anko Food Processing Equipment Solutions	No Bid			
Apex/Nortrax (<i>Formerly Teknor Apex</i>)	No Bid			
APW Wyott Food Service	60			
Arc/Cardinal Food Service (<i>Also known as Cardinal Foodservice</i>)	40			
Ateco	30			
Atlas Metal Industries	20			
Autec (Sushi Machines)	No Bid			
Avantco	No Bid			
Baker's Pride Commercial Deck Ovens	45			
Bally (Walk-In Coolers/Freezers)	60			
Baxter Manufacturing	5			
Beech Ovens	No Bid			
Berkel Equipment	40			
BE&SCO Manufacturing	No Bid			
Beverage Air	65			
Bi-Line Conveyor Systems	No Bid			
Bizerba Food Service Products	5			
Blodgett	55			
Bon Chef	No Bid			
Brady ID	No Bid			
Breville	No Bid			
Broska Holland	No Bid			
Browne Food Service (<i>Also known as Browne- Halco</i>)	No Bid			
BSI Designs (Zguard) Sneeze Guards	20			
Buffet Enhancements	No Bid			

Bundy Baking Solutions - Chicago Metallic	No Bid			
BUNN Commercial Products	No Bid			
Cactus Mat	No Bid			
Caddy Corp	No Bid			
Cal-Mil	45			
Cambro	35			
CaptiveAire Commercial Kitchen Ventilation	15			
Cardinal Food Service <i>(Also known as Arc/Cardinal)</i>	45			
Carlisle	50			
Carter Hoffmann	45			
Cecilware	35			
Champion	25			
Channel Manufacturing, Inc.	35			
Chantal Cookware	No Bid			
Chef Revival (Chef Apparel)	35			
Chef's Choice by EdgeCraft	No Bid			
Chill-Rite Systems	No Bid			
Choice Equipment Company	No Bid			
Cleveland Range	50			
Cold Zone	No Bid			
Continental Manufacturing Company	No Bid			
Continental Refrigerator	60			
Convotherm	50			
Cooper Atkins	No Bid			
Core Glassware	No Bid			
Corelle Livingware	No Bid			
Corningware	No Bid			
Cres Cor	45			
Crock-Pot	No Bid			
Crown Equipment <i>(Pallet Jacks, etc.)</i>	No Bid			
Daydots	No Bid			
Delfield	45			
Delfin	No Bid			
Detecto	No Bid			
Dexter-Russell, Inc.	30			
Dickies	No Bid			
Dinex	50			
Dispense Rite	No Bid			
Displays 2 Go	No Bid			
Diversified Ceramics	No Bid			
Dormont Manufacturing	50			
Doyon Equipment	40			
Duke Manufacturing	25			
Dynamic	No Bid			
Eagle Group	40			
Eco-Lab Kitchen Equipment <i>(Flatware Soaking Tubs, etc.)</i>	No Bid			
Edhard Corporation	No Bid			
Edlund Company, LLC	30			
Electrolux	25			
Elite Global Solutions <i>(EGS) Food Service</i>	30			
EnviCor Smart Tank System <i>(Through Valley Proteins) http://vpsmarttank.com/how.php</i>	No Bid			
Epicurean	No Bid			

Europaeus Supplies, LLC (<i>Melamine Catering Products</i>)	No Bid			
Everpure	20			
Excell Kaiser	No Bid			
Federal Industries	No Bid			
FETCO Food Equipment	20			
FIFO Bottle (<i>First In First Out</i>)	No Bid			
Focus Food Service	30			
Follett Corporation	20			
Franklin Machine Products	No Bid			
Front of House (<i>FOH</i>) <i>Foodservice & Hospitality</i>	No Bid			
Fry Factory (<i>Automatic French Fry Cutter</i>)	No Bid			
Frymaster (<i>A Welbilt Brand</i>)	50			
G.E.T. Enterprises	45			
Garland Group	50			
Gaylord Industries, Inc.	No Bid			
Gemini Bakery Equipment	No Bid			
General Electric (GE)	No Bid			
Glastender, Inc.	20			
Globe	50			
Gold Metal	No Bid			
Gordon Brush	No Bid			
Groen	30			
Hall China Company - HLC Dinnerware	No Bid			
Halton	No Bid			
Hamilton Beach	40			
Harold Import Atlas	No Bid			
Hatco	40			
Henny Penny	No Bid			
Hobart	15			
Hollowick	No Bid			
Hoshizaki	35			
Hubert	No Bid			
Ice-O-Matic	55			
Insinger Dish Machines	No Bid			
Insinkerator	20			
ISI Group	No Bid			
Jaccard	No Bid			
Jackson Washers	40			
Jade Range	20			
Jamco Products	No Bid			
JB Prince Chef Tools & Equipment	No Bid			
John Boos & Company	35			
Jungheinrich Material Handling	No Bid			
Justrite	No Bid			
King Authur Flour (<i>Biscuit/Pastry Cutters</i>)	No Bid			
KitchenAid	No Bid			
Kohler Company (<i>Faucets, etc.</i>)	No Bid			
Kolpak	50			
Krowne	40			
Lainox Sapiens	No Bid			
Lakeside Food Service	45			
Lamber	No Bid			
Lancaster Table & Seating	No Bid			
Lava Cookware	No Bid			
Le Cruset	No Bid			
LG	No Bid			

Libbey	No Bid			
Lincoln Food Service	35			
Lockwood	No Bid			
Lodge	No Bid			
Magikitchen	25			
Magliner	No Bid			
Manitowoc	50			
Marshall Air Systems <i>(Food Service Equipment)</i> <i>Conveyor Broilers, Toasters, etc.</i>	No Bid			
Master-Bilt	40			
Mastrad Paris	No Bid			
Matfer Bourgeat	No Bid			
Mercer Culinary	50			
Merco Fried Food Stations	No Bid			
MerryChef	50			
Metro	40			
MFG <i>(Molded Fiberglas Tray Company)</i>	No Bid			
Microplane Professional	No Bid			
Mundial	No Bid			
National Checking	No Bid			
Nemco Food Equipment	40			
New Age Aluminum	40			
Ninja	No Bid			
Nitrocream Ice Cream Maker	No Bid			
Nobles	No Bid			
Nordic Ware	No Bid			
Norlake	50			
Norpro Bakeware/Cookware	No Bid			
Olympic Storage	No Bid			
Omcan Food Equipment	No Bid			
Oneida/Anchor Hocking	No Bid			
Oreck	No Bid			
OXO Good Grip	No Bid			
Pack n Wood	No Bid			
Pampered Chef	No Bid			
Panasonic	35			
Patty-O-Matic	No Bid			
Perlick	40			
Piper Products	35			
Pitco Frialator	60			
PolyScience	No Bid			
Progressive International Corp.	No Bid			
ProLuxe Restaurant Equipment	No Bid			
Proteam Proguard	No Bid			
Randell Refrigeration	40			
Rational	10			
Regency	No Bid			
Restaurantware Supplies	No Bid			
Rheem Heating <i>(Cooling Water Products)</i>	No Bid			
Robot Coupe	10			
Rosseto	No Bid			
Royal Industries	No Bid			
RPI Industries	No Bid			
Rubbermaid	40			
Safety Boulevard Safety Products	No Bid			
Salvajor Disposers	45			
San Jamar	50			
Saniserv	30			

Sant' Andrea	No Bid			
Sasa Demarie Silpat	No Bid			
Saturn (Refrigerators)	No Bid			
Schaerer USA	No Bid			
Scotsman	55			
Select Stainless <i>(Worktables)</i>	No Bid			
Sentry Safe	No Bid			
Server Express	No Bid			
Server Products	No Bid			
Service Ideas	45			
Shortening Shuttle <i>(Waste Oil Carrier)</i>	No Bid			
Snap Drape Brands	No Bid			
Somat Company	No Bid			
Southbend	50			
Spring USA	30			
Stainless Fixtures, Inc. <i>(Custom stainless products)</i>	No Bid			
Star	50			
Steelite International	No Bid			
Steril-Sil Company, LLC	No Bid			
Sterno Products	35			
Stero Company	No Bid			
Structural Concepts - <i>Merchandisers (Food Service Display Cases)</i>	50			
Supera (Reach-In Refrigeration)	No Bid			
Sveba Dahlen	No Bid			
Syracuse	No Bid			
Tablecraft Products	35			
Taylor Precision Products	50			
Taylor-Company (Taylor Freezer)	No Bid			
The Merchantile Company	No Bid			
Thunder Group	No Bid			
Tor-Rey Solutions	No Bid			
Town Food Service Equipment Company	No Bid			
Town Steel	No Bid			
Traulsen	15			
TRUE Food Service	65			
T&S Brass	30			
Tucker Safety/BurnGuard	No Bid			
Turbo Chef	5			
Turbo Air	50			
Univex Corporation <i>(Food Prep Equipment)</i>	35			
UNOX	No Bid			
Urban Cultivator <i>(Indoor Gardens)</i>	No Bid			
Update International	45			
Varimixer	35			
Versa-Gard	No Bid			
Victorinox Forschner Professional Kitchen Cutlery	35			
VitaMix	40			
Vollrath	50			
Vue-More Manufacturing	No Bid			
Vulcan	50			
Waring	45			
Wells Lamont <i>(Whizard Protective Wear - Jomac)</i>	No Bid			
Weston Products	No Bid			

[illegible]

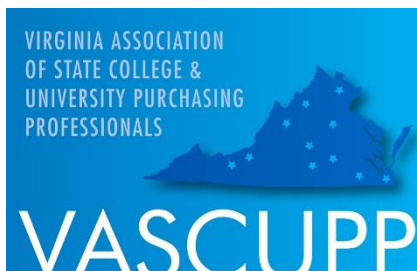


Request for Proposal

RFP# DHP-1030

**Commercial Kitchen Equipment, Smallwares,
Conceptual Design/Layout & Related Services**

February 14, 2019



REQUEST FOR PROPOSAL
RFP# DHP-1030

Issue Date: February 14, 2019

Title: Commercial Kitchen Equipment, Smallwares, Conceptual Design/ Layout & Related Services

Issuing Agency: 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 Two (2) Years with the option to renew for four (4) additional two (2) year periods. *(Reference Pricing Adjustments under Statement of Needs, Items N & O on page 6 & Contract Renewal-Pages 20-21)*

Sealed Proposals Will Be Received Until 2:00 P.M. on Wednesday, April 24, 2019 *(Extended Closing date on April 8, 2019)* for Furnishing the Services Described Herein.

OPTIONAL PRE-PROPOSAL CONFERENCE: *(See Special Terms and Conditions)* will be held on **Tuesday, March 19, 2019 at 10:00 a.m. in Room 1001 of the Wine Price Building (752 Ott Street, Harrisonburg, VA)**

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: Diane Puffenbarger, Procurement Services Manager, hamiltdx@jmu.edu or 540-568-3131; (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:

<p>_____</p> <p>_____</p> <p>_____</p> <p>Date: _____</p> <p>Web Address: _____</p> <p>Email: _____</p>	<p>By: _____ <i>(Signature in Ink)</i></p> <p>Name: _____ <i>(Please Print)</i></p> <p>Title: _____</p> <p>Phone: _____</p> <p>Fax #: _____</p>
---	---

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

MAINTENANCE AND OPERATION MANUALS: Indicate Contractor's understanding of the requirement to provide all equipment manuals, etc. (both hard copy and digital versions) for each piece of equipment furnished under this solicitation as specified in the *Equipment Manuals* Special Term and Condition of this solicitation: _____ *(initial)*.

FLAMMABLE REFRIGERANTS: Indicate Contractor's understanding of the University's ban of flammable refrigerants as specified in the *FLAMMABLE REFRIGERANTS* Special Term and Condition of this solicitation: _____ *(initial)*.

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.

ANSWER/INQUIRY SUBMISSION FORM
DEADLINE FOR SUBMISSION OF QUESTIONS: Tuesday, March 26, 2019 @ 5:00 p.m.

****PROCEDURE FOR SUBMITTING QUESTIONS****

All questions and inquiries pertaining to this Request for Proposals shall be formally submitted on this document. Questions should be submitted in writing and should reference, whenever possible, the Page, Section, and/or Item number within the technical specifications of this document that the question is in reference to.

Questions shall be submitted to: Diane Puffenbarger @ hamiltdx@jmu.edu or by fax to: 540-568-7935

Answers to all questions received will be issued through a written addendum (if applicable) and become a part of the permanent record of this solicitation.

Date: _____

Project Location: James Madison University Campus - Harrisonburg, Virginia
RFP# & Title: DHP-1030 – Commercial Kitchen Equipment, Smallwares, Conceptual Design/Layout and Related Services

Please indicate the following for each question: Section (number) _____, Page _____, Paragraph _____

Question(s) submitted by:

Name	Organization	e-mail address
------	--------------	----------------

REQUEST FOR PROPOSAL

RFP # DHP-1030

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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 term contract with multiple contractors to provide commercial kitchen equipment, smallwares, supervision, labor, equipment, tools, materials and incidentals necessary to disconnect, remove and surplus existing kitchen equipment (if requested) and install new kitchen equipment (from point of connection) at the various campus dining locations on an “as needed” basis for James Madison University (JMU), an agency of the Commonwealth of Virginia. Additionally, Contractor(s) may be asked to assist in the conceptual design/layout of the “kitchen and/or back-of-house” areas for some of the smaller projects (Non-Capital). Initial contract shall be for two (2) years with an option to renew for four (4) additional two-year periods.

PLEASE NOTE: In order to be considered for an award, Offerors may submit a proposal on all or any portion of this solicitation and include any other services offered. Offerors will not be disqualified if unable to provide every manufacturer and/or service.

II. BACKGROUND:

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia that was established in 1908 and has an enrollment of approximately 22,000 students and approximately 4,000 faculty and staff. Over 600 individual departments on campus support eight (8) academic divisions. The University offers over 133 majors, minors, and concentrations. JMU’s campus covers 785 acres and comprises 138 buildings. JMU has 34 student housing buildings on campus with a current residence hall capacity of 6,308.

In some instances, our foodservice vendor provides JMU with the required information when kitchen equipment needs replacement (in any of the locations for which they are responsible). JMU then handles the purchase. Items may be delivered to the dock of the building where the item is needed and JMU personnel will provide the installation necessary or some equipment orders require the complete turn-key installation process.

James Madison University has contracted with a food service provider for all our Dining Services needs which encompasses residential dining, retail dining, catering, vending and concessions. The combined campus Dining Facilities serve over 170,000 meals weekly in addition to the non-managed facilities. James Madison University has areas throughout campus that have kitchen equipment needs which are not part of the Dining Services Program. These areas include, but are not limited to, Dietetics area in the College of Health & Behavioral Students (CHBS) Building, The Hart School in Godwin Hall, various scientific departments such as Geology, Biology & Chemistry and other miscellaneous areas.

Following is a current listing of the various Dining Locations on campus where either replacement equipment or new equipment might be requested in the future. This listing is subject to change due to the growth potential of the University. The listing also contains some of the known future areas where kitchen equipment may be needed.

DINING LOCATION	DESCRIPTION
D-HALL (Old Gibbons Hall)	Main Campus Dining Facility (New facility - completed June, 2018.)
PHILLIPS CENTER (PC Dukes)	Under Demolition – To be Replaced – (described below) FF&E Equipment/Smallwares, etc. will be ordered through resulting contracts established through this solicitation
D-HUB	Temporary Food Facility while Phillips Center is being re-built – JMU Leases Bldg. Some Equipment owned by JMU
EAST CAMPUS DINING HALL	Provides Dining on East Side of Campus
STUDENT SUCCESS CENTER	Bistro 1908, Dunkin Donuts
MEMORIAL HALL	Corner Bistro

FESTIVAL CONFERENCE & STUDENT CENTER	Large Food Court & Java City Coffee Shop on Lower Level
MADISON UNION (Warren Hall)	Madison Grill (Located on 5th Floor of Warren Hall) & Auntie Anne's (Basement Level)
GRACE STREET APTS.	Subway Café'
UREC Center	Freshens
MR. CHIPS	Convenience Store – Grab & Go Sandwiches, Salads, Beverages, etc.
LIBRARY (Rose & Carrier locations)	Starbucks - A-La-Carte Dining (coffee, beverages, warm sandwiches, etc.)
COLLEGE OF BUSINESS	Under Construction – There is a “Retail Food Court” planned for the space
Union Bank & Trust Convocation Center	Under Construction (described below)
New Dorm (Behind UREC)	Under Construction – a small P.O.D is planned for the space
BRIDGEFORTH FOOTBALL STADIUM	Concession Area
VETERANS MEMORIAL PARK (Concession Area)	Concession Area
CONVOCATION CENTER (Concession Area)	Concession Area
UNIVERSITY PARK (Port Republic Road Fields)	Concession Area
EAGLE FIELD	Concession Area
FOOD TRUCK STATIONS (3)	There are three (3) Food Truck Stations
EnGEO Sciences Building CHBS (College of Health & Behavioral Studies Building) GODWIN HALL	P.O.D. (Provisions on Demand) & Misc. equipment (non-scientific) Dietetics Kitchen Area The Hart School

The James Madison University campus map can be viewed at the following location. The campus map will assist your firm (including your delivery/installation personnel) in becoming familiar with the various dining locations and routes necessary. <http://www.jmu.edu/map/>

In order to provide historical spend information, the following was obtained through running spend reports in eVA from 2015 through 2018:

Spend report is based on the following NIGP Commodity "Class" Codes:

045 - Appliances & Equipment, Household Type

090 - Bakery Equipment - Commercial

165 - Cafeteria & Kitchen Equipment - Commercial

240 - Cutlery, Cookware, Dishes, Glassware, Silverware, Utensils and Supplies

370 - Food Processing & Canning Equipment & Supplies

YEAR	STATE OF VIRGINIA SPEND	JMU SPEND PORTION
2015	9,496,507.77	419,346.26
2016	9,118,124.00	674,733.22
2017	9,854,142.12	217,809.88
2018	14,566,467.31	1,682,907.38
Total to Date	43,035,241.20	2,994,796.74

NOTE: Spend amounts listed above only reflect orders entered into the eVA System under the commodity classes listed above. Totals may not reflect actual total spent. Spend amounts DO NOT reflect construction contractor installed equipment which was part of a capital project.

Following is a brief description of two (2) upcoming capital construction projects. The built-in kitchen equipment for these projects will be purchased and installed through the construction manager contractors for each project and will not come through JMU for purchase. However, as in other projects, additional equipment and smallwares will be needed, and those products will be purchased by JMU directly.

Phillips Hall - The Phillips Hall Replacement Project includes the design and construction of a 42,280 gsf replacement dining facility. This facility will provide modernized food service operations for a state-of-the art retail dining facility with estimated seating capacity for 950 students. The previous Phillips Hall dining operation served more than 40,000 meals per week and the replacement facility will be an integral part of the University's dining services. The estimated substantial completion will be June, 2020.

Union Bank & Trust Center – This location will provide a venue for basketball games, commencements, trade shows, concerts and other large gatherings. It will also feature a club area, courtside seating with a designated private courtside hospitality area, expanded concessions, multipurpose group event space, a team store and a Raising Canes Restaurant.

Additional information regarding JMU's current construction projects can be found at:

<https://www.jmu.edu/news/campus-construction/index.shtml>

Anticipated RFP Issuance – Award Timeline:

TIMELINE SCHEDULE	DETAILS	*DATE
RFP Advertised	VBO & Richmond Times	February 14, 2019
RFP Posted	VBO Website	February 14, 2019
Optional Pre-Proposal Conference	JMU Procurement Services Wine Price Building - First Floor 752 Ott Street Harrisonburg, VA	March 19, 2019
Last Day to Submit Questions	Send to: hamiltdx@jmu.edu	March 26, 2019
JMU's Response to Questions	E-Mail sent from hamiltdx@jmu.edu	March 28, 2019
Sealed Proposals Due	JMU Procurement Services Dept. Wine Price Building - MSC 5720 752 Ott Street Harrisonburg, VA 22807	April 24, 2019 (Revised 4-8-2019)
Oral Presentations (If Requested by JMU)	TBD	April 29 – May 10, 2019 (Revised 4-8-2019)
Conducting Negotiations	E-Mail and/or in JMU Procurement Office	April 29 – May 10, 2019 (Revised 4-8-2019)
Award of Contract(s)	JMU Procurement Services	Approx. May 15, 2019 (Revised 4-8-2019)

***Dates are subject to change** at the discretion of JMU

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. SCOPE OF SERVICES

The Contractor(s) will be expected to provide commercial kitchen equipment, smallwares, conceptual kitchen layout/design (if requested) & related equipment & services as required. Purchases will be placed on an as needed basis for new building projects that require kitchen equipment, in addition to fulfilling orders for single item equipment purchases which may replace an existing piece of equipment.

Offerors are requested to submit their total line of available products and services. While this solicitation specifically covers foodservice equipment, smallwares, conceptual design/layout and/or installation, Offerors are encouraged to submit an offering on any or all products and services available that they currently perform in their normal course of business. Proposals must include a full description of each service offering. Services may include (but are not limited to): technical support, maintenance and repairs, parts inventory, etc. We recognize that not any one vendor/supplier may be able to provide all product lines, however, no systems, products, or services have been excluded from this Request for Proposals (RFP). All products, supplies and accessories carried in a Manufacturer's/Vendor's/Supplier's catalog(s), price book(s) or otherwise available by special order, are part of this solicitation.

Orders placed against any resulting contract(s) for equipment will be issued by departments within James Madison University (JMU) and not through construction manager firms working on a building project for JMU. Any pricing requests from a construction manager/contractor that refers to a JMU Project will be separate from any resulting contract(s) as a result of this solicitation.

All products offered under a resulting contract shall be new, unused and currently available. Remanufactured or refurbished products are not acceptable, in lieu of new products, unless specifically requested/authorized by the end-user/requesting department.

Term Clarification:

- Foodservice Equipment - Foodservice Equipment is defined as commercial-only equipment that is National Sanitation Foundation (NSF) approved and is suitable to be installed in a commercial kitchen environment to include, **but not limited to:** walk-in coolers and freezers, refrigeration appliances, cooking appliances, tables, sinks, shelving, food processing and preparation equipment, hoods and associated components, material handling and food transporting equipment, warmers, temperature-holding equipment and cafeteria-style serving lines.
- Foodservice Smallwares - Foodservice Smallwares are defined as commercial-only smallwares that are National Sanitation Foundation (NSF) approved to include, **but not limited to:** pots, pans, bakeware, serving implements, trays, china, glassware, dinnerware, cups, flatware, scales, food safety implements, cutting boards, cutlery, food storage boxes, light appliances, utensils, food preparation tools, janitorial supplies, cleaning supplies, carts, baskets, coffee brewers, liquid dispensers, racks and temperature-monitoring devices.
- Foodservice Conceptual Kitchen Layout/Design – (If Requested) Assist department(s) in the conceptual layout/ design that will maximize space and productivity and assist with specification of equipment and preliminary budget. At times, Contractor may be requested to work with an Architect and/or Engineer in order to accommodate the end-users requirements.
- Foodservice Installation – In some instances, the University may need the Foodservice Contractor(s) to be able to receive and store equipment until the facility is ready for installation. Additionally, they

should be willing to perform the function/role as the contractor of the installation project and coordinate, supervise and administer their employees and sub-contractors to work with the site coordinators, as needed, to assure that the project is completed in a timely manner and as proposed in the Purchase Order. Installation will include removal from transportation vehicle, taking item(s) to specific areas, assembly if necessary, setting in place and connection to utilities along with the removal of all packaging materials from the site.

V. STATEMENT OF NEEDS

OFFERORS SHALL PROVIDE DETAILED RESPONSES TO THE FOLLOWING – Please provide your response to items A - P below by adding/inserting as many lines as necessary.

- A. **Conceptual Kitchen Layout/Design:** Contractor(s) may be asked to assist in the planning, design and specification portion of a Dining Services project to ensure that JMU Departments meet all JMU and State requirements which include (but are not limited to) specifying equipment with the ENERGY STAR rating and meet the ENERGY STAR specifications (www.energystar.gov) for energy efficiency along with the equipment fire and safety requirements *Reference the following Special Terms in Section VIII – Electrical Equipment Standards & Flammable Refrigerants*. This may also include the “back-of-the-house” storage areas to maximize storage space. Describe the level of service your firm is capable of providing.
- B. **On-Line Ordering Process:** Describe your firms’ ability to provide on-line ordering process, possibly a “Hot List” of our top 100 items, either directly from your firm’s website or as an eVA punch-out catalog, including the functionality of the system and how it would reflect discounts offered to JMU (or any other VASCUPP Agency utilizing the system). Additionally, it may be necessary for your firm to provide an on-site presentation of the system.
- C. **Quote Process:** Describe your firm’s capability in providing detailed information on each quote requested which includes the manufacturer, model number, description, options, quantity, list price, discount allowed, final price, separate delivery charges, (including any extra charges for ramps, lift-gates, etc.), installation charges and delivery timeline. Provide a sample “quote” with your response.
- D. **Payment Terms:** Provide your firm’s payment policy (i.e. Net 30, % at time of order, etc.) and in what instances your firm would need to specify payment terms for specialized delivery / receiving requirements.
- E. **Invoicing/Packing Slips/Credit Memo’s/Backorders>Returns, etc.:** Describe the content of and provide an example of each of the above items. All paperwork should include the name of ordering department and employee placing order, delivery location, purchase order number, date, items delivered, items backordered, items returned & credited and line item pricing. If the items don’t include all the references needed, would your firm be willing to adjust the system to accommodate this request?
- F. **Installation:** Describe your firm’s ability to provide adequate manpower to unload and install all equipment specified/ordered, on consecutive days, until project completion in order to assure and expedite delivery and installation. Describe how your firm calculates installation fees.
- G. **Delivery Vehicle(s):** Provide information on your company-owned delivery vehicles which includes the number of delivery vehicles in your fleet, size and capacity for each and whether they’re equipped with ramps and/or lift gates, etc.
- H. **Personnel:** Describe your firm’s approach to hiring qualified personnel which are thoroughly qualified and experienced in all aspects of inspection and set-up of commercial kitchen equipment. Are the installers full-time employees of your firm or are they sub-contracted? Additionally, list any specific licenses your firm holds.

- I. **Replacement Policy:** Provide your firm's replacement policy for any items/equipment showing evidence of defective materials or workmanship, including installation workmanship after notification.
- J. **Returns/Restocking Fees:** Describe your firm's "Return Policy" and when/if "Restocking Fees" are charged.
- K. **Trash Removal:** Provide your firm's procedure for removal of debris and wrapping/packaging materials from the premises.
- L. **Payment Options:** Does your firm accept Credit Cards and if so, list all cards accepted? Provide fees associated with each type of card accepted along with minimum/maximum order requirements.

M. **Essential Requirements for Capital & Large Quantity Product Projects:**

- 1. Describe your firm's company-owned warehouse/facility(s) (i.e. location(s), size, type of structure, etc.) and your firm's ability and acceptance to receive and verify all equipment at this warehouse/facility prior to delivery and installation of product. All items are expected to be new, inspected and free of defects. Any defects shall be rectified to the fullest extent possible, prior to delivery and installation.
 - 2. State your firm's capability and acceptance of a contractor representative being on-site at all times during delivery & installation of products to rectify any problems IMMEDIATELY.
 - 3. Acknowledge your firm's agreement that the delivery & installation date of equipment SHALL be coordinated with the designated contact person specified on the resulting purchase order to ensure deliveries are staggered to avoid vendors delivering and installing at the same time. This will assist in minimizing mistakes, breakage and parking issues.
 - 4. Describe how products are packed/delivered in order to avoid breakage, scaring and any other damage (i.e. palletized) and what steps your firm takes to rectify any damage which occurred during transit.
- N. **Pricing:** Pricing/Discount Structure shall be provided on Attachment E – Offerors shall include the "percentage off" discount with indefinite quantities for each manufacturer they represent. Provide any additional "volume-based discount" pricing (i.e. deeper discounts based on dollar thresholds for single orders, accumulative purchases by agency and/or provide information on how additional discounts can be earned). Offerors shall describe all available pricing options for services (discount off list, hourly fees, per unit fees, etc.). The resulting contract(s) will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2. If any products or services listed (hourly rate, delivery, installation, travel, etc.) are different for any other Zone, state the pricing associated with each Zone.
- O. **Price Adjustments:** Provide information on how your firm handles price adjustments during the contract period and how that information is passed on to the customer. Price adjustments may be permitted for changes in the Manufacturer's List Pricing during the contract period (not just at time of renewal). Price change requests outside the renewal period timeframe shall be supported by evidence of increased costs to the contractor.
- P. **Additional Information for Consideration:** Provide any other information regarding products, services, etc. that your firm would like for us to consider or that is unique to your firm (i.e. repair, maintenance, etc.).

VI. **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 five (5) copies** 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/Offer Form (Page 2) completed and signed as required – Acknowledge any Addenda Received in the spaces provided.
- 2. Plan and methodology for providing the goods/services as described in Section V. B. “Requirements” of this Request for Proposal.
- 3. A written narrative statement to include, but not be limited to, a brief history of the firm, the expertise, qualifications, and experience of the firm and background information on individuals that will be

assigned to our account (i.e. position within company, how long employed, experience working with universities, etc.) Provide brief 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 Pricing. See Section XI. Pricing Schedule of this Request for Proposal AND Attachment E – Pricing Structure.

VII. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

	<u>Points</u>
1. Quality and range of products/services offered and suitability for intended purposes	20
2. Qualifications and experience of Offeror in providing the goods/services – <i>(i.e. experience & qualifications of key employees that will be involved with this contract, experience in working with similar institutions, experience with projects of significant size & complexity)</i>	20
3. Specific plans or methodology to be used to perform the services & capabilities of Offeror <i>(i.e. Ordering process, response time to orders & service, customer service/problem resolution, delivery methods, installation by vendor personnel or sub-contracting installation portion, invoicing process, warranty issues, etc.)</i>	20
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Pricing (To include Discount Structure, Costs & Fees for other products/services)	30
	<hr/> 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.

VIII. 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 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, 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.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, 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, 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. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- Z. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- AA. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

IX. SPECIAL TERMS AND CONDITIONS

- A. 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.
- B. ADDITIONAL INFORMATION: The University reserves the right to ask any offeror to submit information missing from its proposal, to clarify its proposal and to submit additional information which the University deems desirable.
- C. 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 (or any other University that utilizes this contract) 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.

- D. 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.
- E. 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.
- F. 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.
- G. CONTRACTOR REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for \$120,000 or more, or if the total value of all such contracts undertaken by offeror within any 12-month period is \$750,000 or more, the offeror is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for \$10,000 or more but less than \$120,000, or if the total value of all such contracts undertaken by offeror within any 12-month period is \$150,000 or more, but less than \$750,000 or more, the offeror is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is over \$1,000 but less than \$10,000, or if the contractor does less than \$150,000 in business in a 12-month period, the offeror is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The offeror shall place on the outside of the envelope containing the proposal and shall place in the proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____ Specialty _____
Licensed Class B Virginia Contractor No. _____ Specialty _____
Licensed Class C Virginia Contractor No. _____ Specialty _____

If the offeror shall fail to provide this information on his proposal or on the envelope containing the proposal and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of proposals, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and his proposal will not be considered.

If an offeror shall fail to obtain the required license prior to submission of his proposal, the proposal shall not be considered.

NOTE: The "Contractor Registration" section applies in the event that JMU or any VASCUPP agency requires installation of a built-in piece of equipment (i.e. walk in freezer, etc.).

- H. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

- 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. 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.
- K. DELIVERY AND STORAGE: It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.
- L. 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).
<https://www.osha.gov/dts/otpc/nrtl/nrtllist.html>

- M. EQUIPMENT MANUALS (*hard copy and electronic versions are required*): The Contractor shall provide James Madison University with the following items (as applicable) at the time of delivery in both hard copy and digital versions – final payment could be delayed until all items are received by JMU Personnel:

Operator Maintenance Manual

Owner Maintenance Manual

Parts Manual

Wiring Diagrams

Warranty Information

Technical Data Sheets

Any other technical information related to the piece of equipment (i.e. shop drawings, etc.)

Digital (flash drive or CD) version of the above items or they can be e-mailed to Gail Turnbull at

turnbugl@jmu.edu no later than 48 hours after delivery. Please reference the Purchase Order Number associated with the purchase of the equipment.

- N. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owners' representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- O. FLAMMABLE REFRIGERANTS: The University has imposed a Campus-wide ban on the purchase of equipment, appliances, etc. that use flammable refrigerants to include, but are not limited to R-290 and R600A. The Contractor shall be responsible for verifying the equipment being offered as an equivalent model, does not contain flammable refrigerants noted within. Questions regarding acceptable refrigerants may be directed to JMU Facilities Management Operations Associate Director, Rodney Lam at lamrl@jmu.edu.
- P. 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.
- Q. INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
- R. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as per **the template at the end of this document. (For ease of identification, please attach the template to the envelope/package).**
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.
- S. INSTALLATION: If Applicable during the term of this contract - All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- T. 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.

- U. **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.
- V. **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.
- W. **OPTIONAL PRE-PROPOSAL CONFERENCE:** An optional pre-proposal conference will be held at **10:00 a.m. on Tuesday, March 19, 2019 at the Wine Price Building (752 Ott Street, Harrisonburg, VA) in Room 1001** which is just inside the main doors of the building. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

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

IF YOU ARE AN INDIVIDUAL WITH A DISABILITY WITH NEED OF REASONABLE ACCOMMODATIONS TO PARTICIPATE IN THIS ACTIVITY, PLEASE NOTIFY **DIANE PUFFENBARGER, PROCUREMENT MANAGER** AT hamiltdx@jmu.edu or 540-568-3131 NO LATER THAN MARCH 28, 2019. INDIVIDUALS WITH HEARING/SPEECH DISABILITY ARE ENCOURAGED TO USE THE VIRGINIA RELAY SERVICE. TDD USERS – 800-828-1120

- X. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- Y. **PRODUCT AVAILABILITY/SUBSTITUTION:** *Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer.* James Madison University 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.
- Z. **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.

AA. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive two-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases for the “services” portion of this contract (i.e. design, labor, delivery, installation, etc.) 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 two-year period, the contract price(s) for the additional two years 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.

BB. 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 SBSD 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 (SBSD) 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 (SBSD)-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.

- CC. 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.
- DD. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- EE. 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.
- FF. 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/ 568-7936 or 540/568-7935.
- GG. 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 proposal.
- HH. 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.

X. METHOD OF PAYMENT

The contractor will be paid on the basis of 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 are asking our vendors and suppliers to enroll in the Wells Fargo Bank single use Commercial Card Number process or electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Wells Fargo Bank single use Commercial Card Number process will receive the benefit of being paid in Net 15 days. Additional information is available online at:

XI. PRICING SCHEDULE

The offeror shall provide their discount structure of percentage (%) off “manufacturer listing pricing” (Attachment E) along with pricing for all products and services included in offeror’s proposal (hourly rate, delivery charges, travel charges, charge card service fees, etc.). The resulting contract(s) will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2. If any products or services listed (hourly rate, delivery, installation, travel, etc.) are different for any other Zone, state the pricing associated with each Zone.

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/support/small-business/regulations-fees.html>.

XII. 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: JMU’s Commonly Used Manufacturer’s Listing & Proposed Discount Structure

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 #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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 SBSB 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 _____ 2019, 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 4

University of Mary Washington (Fredericksburg)

Zone 7

Longwood University (Farmville)

Zone 2

James Madison University (Harrisonburg)

Zone 5

College of William and Mary (Williamsburg)

Old Dominion University (Norfolk)

Zone 8

Virginia Military Institute (Lexington)

Virginia Tech (Blacksburg)

Radford University (Radford)

Zone 3

University of Virginia (Charlottesville)

Zone 6

Virginia Commonwealth University (Richmond)

Zone 9

University of Virginia - Wise (Wise)

YOU MAY CUT OUT THIS TEMPLATE & ATTACH TO YOUR ENVELOPE FOR MAILING

Cut Here

Vendor Name

Vendor Mailing Address

Vendor's City, State & Zip

JAMES MADISON UNIVERSITY
PROCUREMENT SERVICES, MSC 5720
ATTN: Diane Puffenbarger
752 OTT STREET, WINE PRICE BUILDING
HARRISONBURG, VA 22807
(or 22801 if using "Courier Service i.e. UPS, Fed-Ex, etc.)

SEALED RESPONSE (If responding by mail or courier)

RFP NO: DHP-1030

DATE DUE: Wednesday, April 24, 2019 @ 2:00 p.m.

Response Checklist:

Completed Identification Cover Sheet

Completed Response to Questions within Solicitation

Completed Attachment A – Offeror Data Sheet

Completed Attachment B – SWaM Utilization Plan

Completed Attachment E – Proposed Pricing Structure

Acknowledge Receipt of Addenda (if applicable) _____



March 21, 2019

ADDENDUM NO.: One

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# DHP-1030**
Dated: **February 14, 2019**
Commodity: **Commercial Kitchen Equipment, Smallwares, Conceptual Design/
Layout & Related Services**
RFP Closing On: **April 3, 2019 @ 2:00 p.m. (No Change)**

Please note the clarifications and/or changes made on this proposal program:

1. Revisions to Attachment E – Pricing Structure are shown in **“Red”** – 13 Manufacturers were added and multiple discount structures from a single manufacturer are explained.

Signify receipt of this addendum by initialing “*Addendum #1* _____” on the signature page of your proposal.

Sincerely,

Diane Puffenbarger
Manager, Procurement Services
Phone: (540-568-3131)

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of 540.568.3145 Phone
PROCUREMENT SERVICES 540.568.7936 Fax



March 28, 2019

ADDENDUM NO.: Two

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# DHP-1030**
Dated: **February 14, 2019**
Commodity: ***Commercial Kitchen Equipment, Smallwares, Conceptual Design/
Layout & Related Services***
RFP Closing On: **April 11, 2019 @ 2:00 p.m. (Changed)**

Please note the clarifications and/or changes made on this proposal program:

1. The RFP closing date has been extended until April 11, 2019 @ 2:00 p.m.

Signify receipt of this addendum by initialing “*Addendum #2_____*” on the signature page of your proposal.

Sincerely,

Diane Puffenbarger
Manager, Procurement Services
Phone: (540-568-3131)

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of 540.568.3145 Phone
PROCUREMENT SERVICES 540.568.7936 Fax



April 8, 2019

ADDENDUM NO.: Three

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# DHP-1030**
Dated: **February 14, 2019**
Commodity: ***Commercial Kitchen Equipment, Smallwares, Conceptual Design/
Layout & Related Services***
RFP Closing On: **April 24, 2019 @ 2:00 p.m. (Changed)**

Please note the clarifications and/or changes made on this proposal program:

1. The RFP closing date has been extended until April 24, 2019 @ 2:00 p.m.

Signify receipt of this addendum by initialing “*Addendum #3_____*” on the signature page of your proposal.

Sincerely,

Diane Puffenbarger
Manager, Procurement Services
Phone: (540-568-3131)

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of 540.568.3145 Phone
PROCUREMENT SERVICES 540.568.7936 Fax