



Invitation for Bids

IFB # 11-12-08TLC

New Rebuilt Powerstroke Diesel Engine

Date: November 21, 2011



College of William and Mary
George Mason University
James Madison University
Old Dominion University
Radford University
The University of Virginia
Virginia Commonwealth University
Virginia Military Institute
Virginia Tech



Office of Procurement Services

**INVITATION FOR BIDS
IFB #11-12-08TLC**

Issue Date: November 21, 2011 **Commodity Code:** 92800

Title: New Rebuilt Powerstroke Diesel Engine (Furnish, Install and Deliver)

Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services, MSC 5720
752 Ott St. 1st Floor, Room 1008
Harrisonburg, VA 22807

UNSEALED BIDS will be received until **November 29, 2011@ 2:00 p.m.**

All inquiries for information should be directed to: Tara Cullers, Spot Purchasing
Email Address: cullertl@jmu.edu (*Preferred Method*) Phone: 540-568-4254 Fax: 540-568-7935

In compliance with this Invitation for Bids and to all the conditions imposed herein, the Bidder offers and agrees to furnish the service at the price(s) indicated on the Bid Form. This bid is subject to the provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, The General Terms and Conditions as found on JMU Procurement Services website, <http://www.jmu.edu/procurement/vendor/gentc.pdf> and the Special Terms and Conditions attached to this bid. Call 540-568-4254 if you require a copy of the above referenced terms & conditions.

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4300-or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Bid results will not be given over the phone. Low bidder will be notified in a timely manner. Bid results will be posted to the VBO solicitation on the eVA website.

NOTE: BIDDERS NEED ONLY RETURN THE SIGNED BID FORM (ATTACHMENT A)

SPECIAL TERMS AND CONDITIONS

ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising. 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.

AWARD: The Commonwealth will make the award on TOTAL SUM basis to the lowest responsive and responsible bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for 30 days. At the end of the 30 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

COOPERATIVE PROCUREMENT: Under the authority of the Code of Virginia 2.2-4304, Cooperative Procurement, it is the intent of this solicitation to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or James Madison University's affiliated corporations may access any resulting award if authorized by the successful bidder.

Participation in this cooperative procurement is strictly voluntary. If authorized by the successful bidder, this solicitation may be extended to the public bodies indicated above to purchase at fees in accordance with this solicitation. The successful bidder will notify James Madison University in writing of any such institutions accessing this solicitation. No modification of this solicitation or execution of a separate solicitation is required to participate. The successful bidder will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the successful bidder and will fully and independently administer their use of this solicitation to include contractual disputes, invoicing and payments without direct administration from James Madison University. James Madison University shall not be held liable for any costs or damages incurred by any other participating public body as a result of any authorization by the successful bidder to extend this solicitation. It is understood and agreed that James Madison University is not responsible for the acts or omissions of any entity and will not be considered in default of this solicitation no matter the circumstances.

Use of this solicitation does not preclude any participating entity from using other agreements, contracts or competitive processes as the need may be.

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.

DELIVERY NOTIFICATION: The Agency shall be notified 24 hours prior to delivery of any items so that personnel may be available to allow access to the building and verify items received.

EXTRA CHARGES NOT ALLOWED: The bid price shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

eVA Business-To-Government Contracts and Orders: The solicitation/contract will result in (one) purchase order(s) with the eVA transaction fee specified below assessed for each order.

1. For orders issued prior to August 16, 2006 thru July 1, 2011, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
2. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - a. DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - b. Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.
 - c. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.
 - d. For orders issued July 1, 2012 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 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.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

MAINTENANCE MANUALS: The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.

NEGOTIATION WITH THE LOWEST BIDDER: Unless all bids are cancelled or rejected, the Commonwealth reserves the right granted by § 15 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia, to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the agency's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The agency shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the agency and the lowest responsive, responsible bidder.

ORDERING OPTION: James Madison University may during the first ninety (90) days after this contract is awarded, with the concurrence of the contractor, place additional orders under the contract at the original unit price through the issuance of separate purchase orders. The aggregate of such additional orders shall not exceed 100% of the quantity originally stated in the contract.

PREVENTIVE MAINTENANCE: The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.

PRODUCT INFORMATION: The bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications (if bidding other than specified) with the bid to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so will cause the bid to be considered nonresponsive.

WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid.

ATTACHMENT A
SPECIFICATIONS & BID FORM/PRICING SCHEDULE
(Page 1 of 3) All pages shall be returned in order to be considered responsive

PROJECT: Furnish, Install and Deliver New Rebuilt Powerstroke Diesel Engine

IFB BID #: 11-12-08TLC (Unsealed Bids Due: November 29, 2011 @ 2:00p.m.)

TO: TARA L. CULLERS
 JAMES MADISON UNIVERSITY
 PROCUREMENT SERVICES, MSC 5720
 752 OTT STREET, 1ST FLOOR, ROOM 1008
 HARRISONBURG, VA 22807

**SCOPE OF WORK AND
REQUIRED SPECIFICATIONS**

- Vehicle is a Ford F550 Super Cab XL 4WD, with a 6.0 L V-8 Powerstroke Diesel engine. The bid should include a new rebuilt engine, and installation.

Engine will include: Block, heads, valve covers, crankcase breather, intake manifold, oil pan, oil filter, oil cooler, low & high pressure oil pumps, front cover, water pump, damper, fuel injection system, injectors, turbo, exhaust manifolds, fuel filter, glow plugs, rear cover, injection pressure regulator valve, EGR valve, EGR cooler, EVRT control valve, water outlet & thermostat, camshaft positioning sensor, crankshaft positioning sensor, exhaust back pressure sensor, engine oil temperature sensor, injection control pressure sensor, water temperature sensor, and manifold air temperature sensor

- Bid does not need to include fan, flywheel, starter, alternator, wiring harnesses, water pump pulley, fuel supply pump, ECM, or accessory drives.
- Bidders must state warranty for parts and labor, and give estimate on amount of time necessary to complete.
- Bidder should also state core policy.

The undersigned bidder proposes to furnish the following in accordance with the contract documents, including Addenda noted below (if applicable), for the prices quoted below. Company Name: _____

State your **firm** delivery date: _____ *This may be a factor in making an award*

DESCRIPTION: <i>Furnish and Deliver-BRAND NAME OR EQUIVALENT</i> <i>Government and/or Educational Discount to be Included in Price</i>	QTY	TOTAL PRICE
New Rebuilt Engine and Installation for F550 Ford Supercab XL 4WD with a 6.0 L V-8 Powerstroke Diesel Engine. <i>(see Scope of Work and Required Specifications on page 5)</i>	1 each	\$
GRAND TOTAL → → → → → → → →		\$

If bidding an equivalent, please provide the necessary literature for evaluation purposes. Failure to do so will make your bid non-responsive.

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: _____

DISQUALIFICATION OF VENDORS: By signing this bid, the undersigned certifies that this person/firm/corporation is not currently barred from bidding on contracts by any Agency of the Commonwealth of Virginia, nor is this person/firm/ corporation a part of any Agency of the Commonwealth of Virginia. We have attached an explanation of any previous debarments(s) and copies of notice(s) of reinstatement(s).

I certify that the firm name given below is the true and complete name of the bidder and that the bidder is legally qualified to perform all work included in the scope of the Contract.

Bidder: _____
(Name of Firm)

Business Address: _____

By: _____
(Signature)

FEI: _____

(Printed Name)

Title: _____ Phone: _____ Fax: _____
Email _____
Date: _____ Payment Term: _____ Website: _____

ENCOURAGEMENT OF SMALL, WOMAN OWNED AND MINORITY OWNED (SWaM) VENDORS: It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of SWaM business enterprises and to encourage the participation of SWaM businesses in State procurement activities. Toward that end, James Madison University encourages SWaM firms to compete and encourages non-SWaM firms to provide for the participation of small businesses and businesses owned by minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities.

PLEASE INDICATE IF YOUR COMPANY IS: SMALL, WOMAN OR MINORITY OWNED BUSINESS: ☐ YES ☐ NO

IF YES : ☐ SMALL; ☐ WOMAN; ☐ MINORITY

IF MINORITY: ☐ AA ☐ HA ☐ AsA ☐ NW

Department of Minority Business Enterprise Certification Number: _____

FOR DEFINITIONS SEE: www.dmb.e.virginia.gov/documents/Definitions.doc