



Invitation for Bids

IFB # 10-11-05DHP

CLEVELAND ELECTRIC KETTLE

Date: July 2, 2010



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 #10-11-05DHP**

Issue Date: July 2, 2010 **Commodity Code:** 165-85

Title: Furnish, Deliver & Install “Cleveland” Electric Kettle Model #KEL-30 (or equivalent)

Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services, MSC 5720
1031 South Main Street, 2nd Floor
Harrisonburg, VA 22807

Delivery: Please state your firm delivery date on Attachment A – This may be a factor in making an award.

Unsealed bids (Prefer e-mail response) will be received until **Wednesday, July 7, 2010 @ 11:00 a.m.** Bids will be read aloud in the Procurement Services Office located at 1031 South Main Street, 2nd Floor, Harrisonburg, VA 22807.

All inquiries for information should be directed to: Diane Puffenbarger, Manager – Spot Purchasing
Email Address: hamiltdx@jmu.edu (Preferred Method) Phone: 540-568-3131

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 may be obtained by downloading tabulation sheet from VBO Site.

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, 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 the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

AWARD: James Madison University will make the award(s) on a 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. James Madison University 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.

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. Notification shall be made to the individual listed on the purchase order.

EVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract will result in a purchase order with the eVA transaction fee specified below assessed for each order.

a. eVA Basic Vendor Registration Service: The Annual Registration Fee has been waived September 1, 2009 through June 30, 2011. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

b. eVA Premium Vendor Registration Service: The Annual Registration Fee has been waived September 1, 2009 through June 30, 2011. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 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 eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal www.eva.state.va.us, 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 should 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 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.

NEGOTIATION WITH THE LOWEST BIDDER: Unless all bids are canceled or rejected, the Commonwealth reserves the right granted by Section 2.2-4318 of the Code 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 James Madison University and the lowest responsive, responsible bidder.

ORDERING OPTION: James Madison University may during the first 100 days after the 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.

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.

PRODUCT INFORMATION: The bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable James Madison University to determine if the product meets the requirements of the solicitation. Failure to do so **WILL** cause the bid to be considered non-responsive.

WARRANTY (COMMERCIAL): The contractor agrees that the supplies 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 supplies 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 must be furnished with the bid.

ATTACHMENT A
SPECIFICATIONS & BID FORM/PRICING SCHEDULE

(Page 1 of 2) Both pages shall be returned in order to be considered responsive)

PROJECT: Furnish, Deliver & Install “Cleveland” Electric Kettle Model #KEL-30 (or equivalent)

IFB BID #: 10-11-05DHP **(Faxed or E-mailed Bids Due: Wednesday, July 7, 2010 @ 11:00 a.m.)**

TO: DIANE PUFFENBARGER - (E-mail: hamiltdx@jmu.edu – Fax: 540-568-7935)
JAMES MADISON UNIVERSITY
PROCUREMENT SERVICES, MSC 5720
1031 SOUTH MAIN STREET, 2ND FLOOR
HARRISONBURG, VA 22807

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

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: _____

Pricing shall include the following Charges: Shipping/Delivery & Installation (Final Hookup)

DESCRIPTION	EXTENDED PRICE
Furnish, Deliver & Install One (1) of the following – JMU is responsible for providing a “single point” connection of utilities – Vendor is responsible for installation of Kettle to that “Single Point” <u>“CLEVELAND” KEL-30 – Electric Kettle</u> 30-Gallon Capacity 2/3 Steam Jacket Design Open Tri-Leg Base Faucet Bracket Strainer Flanged Feet 50 psi Rating 2” Tangent Draw-Off (Standard) Spring –Assisted Cover Stainless Steel <u>Unit Shall Include:</u> One (1) – Year Limited Warranty Standard Wattage 208V/60/3-ph, 12.3kw, 34.1 Amps 2” Tangent Draw-Off DPKS - Double Pantry Faucet w/Swing Spout for Stationary Kettles NOTE TO VENDORS: If bidding other than specified – Vendor shall provide all documentation necessary WITH response to confirm that the item quoted “Meets or Exceeds” the “Cleveland Kettle Model KEL-30.	\$

FULL LEGAL NAME AND ADDRESS (Print) <i>(Company name as it appears in eVA)</i>		FEDERAL TAXPAYER NUMBER (ID#)		CONTRACTOR'S REGISTRATION # <i>(If Applicable)</i>	
BUSINESS NAME/DBA NAME/TA NAME <i>(If different than the Full Legal Name)</i>		FEDERAL TAXPAYER NUMBER <i>(If different than ID # above)</i>			
BILLING NAME <i>(Company Name as it appears on your invoice)</i>		FEDERAL TAXPAYER NUMBER <i>(If different than ID# above)</i>			
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS			
CONTACT NAME/ TITLE <i>(Please Print)</i>		SIGNATURE <i>(In Ink)</i>		DATE	
E-MAIL ADDRESS	TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER		FAX NUMBER	
BUSINESS WEB SITE ADDRESS <i>(If Available)</i>		PROJECTED TIME LINE <i>(Anticipated Starting Date through Completion Date)</i>			

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 above 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.

ENCOURAGEMENT OF MINORITY VENDORS: It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of minority business enterprises and to encourage the participation of minority businesses in State procurement activities. Toward that end, James Madison University encourages minority firms to compete and encourages non-minority 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.virginia.gov/documents/Definitions.doc

ARE YOU REGISTERED WITH The Commonwealth's E-Procurement System EVA? YES [☐] NO [☐]