

NORFOLK STATE UNIVERSITY
UNSEALED REQUEST FOR PROPOSALS (URFP)
“SET-ASIDE FOR DMBE-CERTIFIED SMALL BUSINESSES”

Issue Date: August 23, 2011

URFP: 21312104ODA

Title: Hand Sanitizer Dispensers (Campus-Wide)

Issuing Agency: Norfolk State University
Agency of the Commonwealth of Virginia
Procurement Services Department, Suite 260
700 Park Avenue (Harrison Wilson Hall)
Norfolk, Virginia 23504-8013

Initial Period of Contract: Three (3) Year Contract with Two (2) One-Year Renewals.

Unsealed Proposals Will Be Received Until 2:00 p.m. EST, Tuesday, September 20, 2011 for furnishing the goods and/or services described herein.

All Inquiries for Information Should Be Directed to Procurement Officer: Octavia Andrew, (757) 823-9074, Fax: (757) 823-2050, oandrew@nsu.edu. All inquiries must be received by Friday, September 9, 2011 at 5:00 p.m. EST.

UNSEALED PROPOSALS ARE TO BE FAXED; E-MAILED; SENT ELECTRONICALLY OR HAND DELIVERED TO SAME ADDRESS, EMAIL ADDRESS OR FAX NUMBER SHOWN ABOVE BY THE ABOVE NOTED DATE AND TIME.

In Compliance With This Unsealed Request for Proposals And to All the Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers and Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address of Firm:

Date: _____
By: _____
Signature In Ink
(Print) _____
Title: _____

Telephone #: _____
Fax #: _____
Email: _____

Federal Employer ID No or Social Security No: _____

Check Appropriate Status: Corporate Partnership Individually Owned Certified SWaM (Small, Women and Minority-Owned Business)

UNSEALED REQUEST FOR PROPOSALS

HAND SANITIZER DISPENSERS

I. PURPOSE AND OBJECTIVE:

The intent and purpose of this Request For Unsealed Proposal (URFP) is to establish a contract with one qualified contractor to provide and maintain hand sanitizer dispensers at Norfolk State University, an Agency of the Commonwealth of Virginia (herein referred to as the University, Agency, or Owner). The maintenance of the hand sanitizer dispensers include refilling the hand dispenser units, replacing the batteries, mounting services, and replacing and repairing the hand dispenser units as needed.

II. BACKGROUND INFORMATION:

Norfolk State University, founded in 1935, is a historically black, state-assisted, four-year, comprehensive university and one of fifteen (15) public, four-year colleges and universities in the Commonwealth of Virginia. Norfolk State University offers associate, bachelors, masters, and doctoral degrees. Located in Norfolk, Virginia on a 134-acre campus, the University's mission focuses on providing "an affordable, high-quality education for an ethnically and culturally diverse student population, equipping them with the capability to become productive citizens who can effectively contribute to a global and rapidly changing society." As the "Institution of Choice," NSU offers a wide variety of programs and institutional support to help ensure the academic progression and graduation of its student body. The University is also committed to increasing undergraduate and graduate degree attainment in science, technology, engineering and mathematics. NSU is a fully accredited public coeducational institution with an approximate enrollment of 6,900 students, of which approximately 5,030 are full time equivalent (FTE). The University employs approximately 1,100 full and part-time faculty, administrators and staff personnel.

Norfolk State University has forty-one (41) buildings comprising about 1.5 gsf of space. Included in the 41 buildings is a Student housing system of eight traditional residence halls and one apartment-style residential community with a total capacity for 2,471 students. In recent years, the demand for housing has exceeded the spaces available. As a result, the University has opted to modify larger rooms to accommodate more students and to utilize local hotels to provide more housing. Currently, the University-affiliated housing services 2,675 students.

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, and Norfolk State University, 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. By submitting a proposal, Offerors certify that all information provided in response to the Request for Proposals is true and accurate. Failure to provide information required by this Request for Proposals will ultimately result in rejection of the Proposal.

III. STATEMENT OF NEEDS:

- A. The intent of this contract is to obtain a contractor to provide and maintain hand sanitizer dispensers at the following locations:
1. H.B. Wilson Hall
 - a. one (1) dispenser at Outtake Food Area on stand
 - b. two (2) wall-mounted dispensers at the kiosk area
 2. New Student Center
 - a. one (1) at each entrance on stands
 - b. one (1) wall-mounted near elevator on 1st floor
 3. Scott Dozier
 - a. one (1) wall-mounted at cash register
 - b. one (1) at each entrance on stands
 4. West Dining Hall
 - a. one (1) at main entrance on stand
 - b. one (1) wall-mounted at entrance to Bodega
 5. Towers North Dormitory
 - a. one (1) wall mounted in lobby near elevator
 6. Towers South Dormitory
 - a. one (1) wall mounted in lobby near elevator
 - b. one (1) wall mounted near microwave
 7. Rosa Alexander Dormitory
 - a. one (1) on stand in lobby near elevator
 8. Samuel Scott Dormitory
 - a. one (1) wall mounted in lobby near elevator
 9. Charles Smith Dormitory
 - a. one (1) wall mounted in lobby near elevator
 10. Lee Smith Dormitory
 - a. one (1) wall mounted in lobby near elevator
 11. Mid-Rise Dormitory
 - a. one (1) wall mounted in lobby near elevator
 - b. five (5) wall-mounted near each microwave
 12. Phyllis Wheatley Dormitory
 - a. one (1) on stand in lobby
 13. Spartan Station
 - a. one (1) wall mounted in Health Clinic
 - b. one (1) wall mounted at Spartan Card

- c. one (1) wall mounted at Food Court
- 14. Facilities Management Building
 - a. one (1) at main entrance on stand
 - b. one (1) wall mounted in the break room
- 15. Bozeman Building
 - a. one (1) wall mounted in lobby near elevator
 - b. one (1) at main entrance on stand
- 16. Madison Hall
 - a. one (1) wall mounted near vending machine area
- 17. Campus Police Building
 - a. one (1) in lobby on stand
- B. The contractor shall provide and maintain hand sanitizer units with the following specifications:
 - 1. Hand sanitizer chemical:
 - a. alcohol-free foam formula
 - b. kills bacteria within 15-30 seconds
 - c. contains moisturizing aloe vera or like
 - 2. Hand sanitizer dispenser:
 - a. touch-free dispensers
 - b. (Americans with Disabilities Act) ADA compliant
 - c. (Underwriters Laboratories) UL/CE registered
 - d. wall and stand mounting capabilities
 - e. battery operated
- C. The contractor shall provide all necessary labor, tools, equipment, materials, safety equipment, stands, and supplies for the complete and satisfactory performance of maintaining all dispensers in university dorms and educational buildings.
- D. All work shall be quality work performed to the University's satisfaction and in accordance with industry standards to professionally clean interior and exterior windows and follow all Federal, State, and OSHA regulations while performing this work on the University's campus.
- E. The Contractor shall be held liable for any damages caused to University property both inside and outside. It is the desire of the University, that bidders have at least three (3) years of experience and in business for at least (5) years in business under the company name in which the bid is submitted.
- F. The contractor shall furnish qualified management, sufficient labor, supervision, equipment, materials and cleaning supplies necessary to complete all required tasks for maintaining all dispensers. The following provisions shall guide where contractor's personnel are concerned:

1. The Contractor shall furnish and train, at its own expense, qualified personnel to maintain all dispenser units.
 2. The Contractor shall furnish the names of all employees who will be assigned to work at each building to the University's Quality Assurance Manager. The list shall be updated by the Contractor as employees are moved, added or deleted.
 3. The Contractor's designated personnel must sign in and out daily in the University's designated log book.
 4. The Contractor's employees shall not tamper with any office machines, equipment, computers, office supplies and/or University employee's or students personal property at any time.
 5. The Contractor's employees shall not use University telephones or any other communications equipment, to include fax machines.
 6. Any Contractor employee(s) appearing under the influence of alcohol or drugs shall not be permitted in the dormitories or on University premises.
 7. The Contractor's employees shall not be in any portion of any building in which the employee's presence is not required by his/her work.
 8. The University reserves the right to request the removal of any of the Contractor's employees from University premises at any time for reasonable cause.
 9. The Contractor is responsible for the proper conduct and performance of its employees, and ensuring employees do not loiter on premises or engage in prolonged discussions with students, University or other contractor's personnel.
 10. The Contractor's employees providing service to the University shall at all times be professional and courteous to all University employees and students, and shall be in a clean uniform.
 11. The Contractor's employees providing services to the University shall at all times wear an official company uniform and/or company picture ID approved by the University.
 12. Contractor shall ensure compliance with all University policy and procedures for contractors, to include parking policy and procedures.
- G. The Contractor must coordinate work during University closing as follows: The University will be closed on Commonwealth of Virginia-observed legal holidays including the calendar days between Christmas and New Year's Day. The Contractor must arrange with the University to work during those dates at no additional cost to the University.
- H. Unless previously agreed upon by the University, the maintenance of all hand dispenser units shall occur during normal working hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday. The University will provide the successful bidder with a schedule of

holiday closings, if warranted. The Contractor will coordinate with University staff to minimize any disruption in work.

- I. The Contractor shall provide University personnel a schedule for each building, as requested from the Quality Assurance designee. Please provide the cost for any additional services in the appropriate spaces listed in the pricing schedule.
- J. Supplies, Equipment and Storage: All chemicals, supplies, cleaning agents and equipment must be stored by the Contractor at no additional cost to the University.

IV. PRE-PROPOSAL CONFERENCE – A mandatory pre-proposal meeting will be held at 10:00 a.m. on Tuesday, September 6, 2011 at the Facilities Management Building. During the pre-proposal there will be a site visit to all of the locations where the dispensers will be located.

All questions shall be directed in writing to the procurement officer. The deadline for questions is Friday, September 9, 2011 at 5:00 p.m. EST. All responses to the questions received will be issued in a written addendum to the solicitation no later than Tuesday, September 13, 2011.

V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. General Instructions: A contractor will be selected to provide the described professional auditing services based on their responses to this Unsealed Request for Proposals. Offerors are to adhere to the all proposal preparation requirements and proposal submission requirements. Proposals received that do not conform to preparation and submission requirements will be deemed non-responsive.

1. Proposal Submission:

- a. Proposal shall be received by 2:00 p.m. EST, Tuesday, September 20, 2011, in the Procurement Services Department at the address specified in this Unsealed Request for Proposals (page 1). Pursuant to Virginia law, the only information that will be available at that time of proposals opening will be the names of the companies submitting proposals. Proposals will be available for public inspection only after the issuance of a Notice of Award or University purchase order. Offerors are not required to be present for the opening.
- b. Proposals shall be signed by an authorized representative of the Offeror. All information required shall be submitted. Failure to submit all information required may result in the purchasing agency requiring prompt submission of missing information and/or giving a lower evaluation score. Proposals that are substantially incomplete or lack key information, may be removed from further consideration. Mandatory requirements, those required by law or regulation, cannot be waived and are not subject to negotiation.
- c. Proposals should be prepared simply and economically, providing straightforward, concise descriptions of capabilities to satisfy the requirements or the URFP. Emphasis should be placed on completeness and clarity of content.
- d. Proposals should be organized in the order in which the requirements are presented in the URFP. Each copy of the Offeror's proposal shall be bound and all pages of the

proposal shall be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the URFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the URFP. If a response covers more than one page, the paragraph number and sub letter should repeat at the top of the next page. The proposal should contain a table of contents which cross-references the URFP requirements. Information which the Offeror desires to present that does not fall within any section of the URFP should be inserted at an appropriate place such as the end of the proposal designated as additional material. Proposals that are not organized in this manner risk elimination from considered if the evaluators are unable to find where the URFP requirements are specifically addressed.

- e. Ownership of all data, materials and documentation originated and prepared for the Commonwealth pursuant to the URFP shall belong exclusively to the Commonwealth and may be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342 of the Code of Virginia, in writing, before or at the time, the data is submitted. The written notice must specifically identify the data or materials being protected and state the reason(s) why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line items prices or total proposal prices as proprietary and trade secret, is not acceptable.
 - f. As used in the URFP, the terms “must”, “shall”, “should”, and “may”, identify the criticality of the 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” and “may” are highly desirable. Although their absence will not have a large impact and would be useful, they are not necessary.
2. Proposal Requirements: Proposals should be as thorough and detailed as possible so that the University may properly evaluate your capabilities to provide the required services. Separated by index tabs, Offerors are required to submit the following items as a complete proposal:
- a. The return of the Cover Sheet (page 1) and Offeror Data Sheet (Attachment B), and Addenda, if any, signed and filled out as required.
 - b. A written executive summary to include:
 - i. Experience, Qualifications and Capabilities in providing event staffing services describe herein.
 - ii. Names, qualifications and experience (especially in completing similar engagements) of key personnel to be assigned to the project, to include resumes and any qualifying certification(s).

- iii. Technical approach or specific plans for providing requested services to include ability to perform services at a college or university and demonstrated capability and responsibility to ensure staffing at events.
- iv. List of past and present clients to whom similar services have been provided. Include contact information for four (4) clients/references (complete Attachment B)
- c. Understanding of the project and how the firm will perform services described in the Statement of Needs, to include:
 - i. Technical approach, demonstrated capability, and responsibility for providing requested services at a college or university.
 - ii. Product information and detailed descriptive literature.
- d. Detailed cost to provide Hand Sanitizer Dispenser Services (complete Price Proposal Sheet that is included as Attachment A).
- e. Other information or optional related services offered that the University may judge to be of value, in its sole judgment.

VI. GENERAL TERMS AND CONDITIONS

General Terms and Conditions are incorporated by reference to the DGS/DPS website:

<http://www.eva.state.va.us/dps/Manuals/docs/APPENDIX%20B%20SECTION%20I%207-05.doc>

VII. SPECIAL TERMS AND CONDITIONS

- A. eVA Compliance: Successful Offeror, prior to execution of a contract, will provide proof of compliance with the Commonwealth of Virginia eVA Business-To-Government participation and registration requirements as outlined in General Terms and Conditions, Section X.
- B. Encouragement of Minority Vendors, SWAM Subcontracting and Evidence of Compliance: 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 this end, NSU encourages minority firms to respond to this informal request for proposals and encourages non-minority firms to provide for the participation of small business and businesses owned by minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities.
- C. Cancellation of Contract: The purchasing agency, Norfolk State University, reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 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.
- D. Renewal of Contract: This contract may be renewed by the Commonwealth for a period of two (2) one year periods. Written notice of the Commonwealth's intention to renew shall be given

approximately 90 days prior to the expiration date of each contract period. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the previous contract year by no more than the percentage increase/decrease of the Housing 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. If during any subsequent renewal periods the Commonwealth elects to exercise the option to renew, 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 Housing 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.

- E. Audit: The contractor shall retain all books, records, 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 agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. 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.
- G. eVA Business-To-Government Contracts and Orders: The solicitation/contract will result in possible multiple purchase orders with the eVA transaction fee specified below assessed for each order.
 - a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - b. 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.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.

VIII. EVALUATION AND AWARD CRITERIA

- A. Evaluation: Unsealed proposals received will be opened and may be evaluated and ranked by the issuing Procurement Officer or End User(s) in lieu of an evaluation committee. Proposals will be opened and evaluated upon receipt. The evaluation will be based upon the information provided in the proposal; additional information that may be requested for clarification or during negotiation; or information obtained from references and independent sources.

The evaluation of proposals will be based on the offeror’s response to the list of criteria. Offerors will specifically address the criteria in their response. Offerors will describe any deviations or exceptions to the specifications or requirements.

It is the policy of NSU to evaluate proposals as submitted and not notify offerors of deficiencies in their response. A proposal may be rejected if it is conditional or incomplete in the judgment of the University.

- B. Evaluation Criteria: Unsealed proposals will be evaluated using the following criteria:

	<u>Point Value</u>
Offeror’s experience, qualifications, and capabilities in providing requested dispenser maintenance services	30
Specific approach to providing requested services that include demonstrated capability and responsibility to ensure dispenser maintenance	25
References	10
Price Proposal	25
Certified DMBE Small Business (SWaM) or SWaM Utilization	10
Total	100%

- C. Award: 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 Unsealed Request for Proposals, including price, if so stated in the Unsealed 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 may cancel this Unsealed 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 (*Code of Virginia, § 2.2-4359D*). 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.

IX. METHOD OF PAYMENT:

- A. Payment by check will be made by the University through the Department of Accounts, Commonwealth of Virginia, after approval of completed services and after receipt of the Contractor's invoice prepared in a format acceptable to the University. Approximately 30 days should be allowed for processing of payments.
- B. Contractor must reference a valid purchase order number or contract number on all invoices.
- C. Contractor shall address all invoices to:
 - Norfolk State University
 - Accounts Payable Department
 - 700 Park Ave. Suite 270
 - Norfolk, VA 23504-8014

X. ATTACHMENTS

Price Proposal Sheet – Attachment A

Offeror Data Sheet – Attachment B

Small Business Subcontracting Plan – Attachment C

ATTACHMENT A
PRICE PROPOSAL SHEET

Year One (1)

Initial one-time installation of a total of 32 Hand Sanitizer Units Stand Dispenser Make/Model: _____ Wall-mounted Dispenser Make/Model: _____	\$ _____
Annual Rental/Maintenance Fee to include refilling the dispenser units, replacing individual dispenser units, battery replacement, and repairs and other maintenance. Stand Dispensers: \$ _____ / month Wall-mounted Dispensers: \$ _____ / month	\$ _____
TOTAL COST FOR YEAR ONE (1)	\$ _____

Year Two (2)

Annual Rental/Maintenance Fee to include refilling the dispenser units, replacing individual dispenser units, battery replacement, and repairs and other maintenance. Stand Dispensers: \$ _____ / month Wall-mounted Dispensers: \$ _____ / month	
TOTAL COST FOR YEAR TWO (2)	\$ _____

Year Three (3)

Annual Rental/Maintenance Fee to include refilling the dispenser units, replacing individual dispenser units, battery replacement, and repairs and other maintenance. Stand Dispensers: \$ _____ / month Wall-mounted Dispensers: \$ _____ / month	
TOTAL COST FOR YEAR THREE (3)	\$ _____

GRAND TOTAL FOR THREE (3) YEARS \$ _____

Award to be based on Grand Total (3 years of service) as well as any evaluation criteria set forth in this Request for Proposal.

ATTACHMENT B

OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive. (In the case of a two-step IFB, it may cause the proposal portion to be determined to be not acceptable.)

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

4. Vendor Information:

FIN or FEI Number: _____ If Company, Corporation, or Partnership

Social Security Number: _____ If Individual

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____

Phone:(____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

B. Company _____ Contact: _____

Phone:(____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____

Phone:(____) _____ Fax:(____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

D. Company: _____ Contact: _____

Phone:(____) _____ Fax:(____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

ATTACHMENT C

Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business 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. Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Bidder/Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.

- B. If you are not certified by DMBE as a small business and plan to subcontract part of this contract with a DMBE certified business, complete only Section B of this form.

- C. If you are not certified by DMBE as a small business and cannot identify any subcontracting opportunities to subcontract part of this contract with a DMBE-certified business, only provide the information requested in Section C of this form.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a **(check only one below)**:

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number: _____ Certification date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall include DMBE-certified women-owned and minority-owned businesses that meet the small business definition and have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Contract Involvement	Planned Annual Contract Dollar Expenditure Amount

Totals					
\$					

Section C

Respond to how your business has met or exceeded at least two of the following indicators within the past 24 months. Your response may include any good faith efforts made regarding this procurement.

C. Good Faith Effort Indicators by the Bidder/Offeror

1. Identify areas of work your business has subcontracted to DMBE-certified small businesses for other contracts. Include company names, dates, dollar amounts, and percentages on a per contract basis.

2. List research efforts conducted by your business in the past to locate DMBE-certified small businesses by advertising in publications or in the classified section of the

newspaper where small businesses are likely to see it. List specific publications and dates.

3. List small business outreach meetings, conferences, or workshops conducted by your firm to locate DMBE-certified small businesses—including the dates, participation numbers, and results.

4. Provide documented correspondence (i.e., certified mail, email, receipt of fax transmissions, etc.) to small businesses from the lists provided by DMBE and other outreach agencies and organizations which indicates your solicitation of such for utilization of subcontracting opportunities on other contracts for which your business has competed.

5. List areas of work which your business has subcontracted with DMBE-certified small businesses for upcoming contracts—including the name of the business, certification number, dates, dollar amounts, and percentages on a per contract basis.

6. Provide documentation of any assistance offered to interested small businesses in obtaining bonds, lines of credit, and/or insurance for any present or past contracts your business has in place.

7. Provide documentation of follow-up on initial contacts with DMBE-certified small businesses (e.g., telephone call logs, emails, certified letters, etc.). Be sure to list the small business name and dates of contact.