

INVITATION FOR BIDS (IFB)

ISSUE DATE: **August 14, 2017**  
TITLE: HVAC Supplies

IFB # **UCPUMW 18-703**  
COMMODITY  
CODE: 03100, 03167, 03176

ISSUING AGENCY: COMMONWEALTH OF VIRGINIA  
UNIVERSITY OF MARY WASHINGTON  
EAGLE VILLAGE EXECUTIVE OFFICES  
1125 JEFFERSON DAVIS HWY, SUITE 480  
PROCUREMENT SERVICES  
FREDERICKSBURG, VIRGINIA 22401

LOCATION WHERE  
WORK WILL BE

PERFORMED: FREDERICKSBURG, VIRGINIA

PERIOD OF CONTRACT: **2 years**

RENEWALS: **6 optional 1 yr.**

BID DUE DATE & TIME: Sealed bids due **September 1, 2017**  
**@10:00 am**

PRE-BID CONFERENCE: None

BUYER NAME: James DeLoatch

Email: [jdeloatc@umw.edu](mailto:jdeloatc@umw.edu)

*IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY AND CONTRACT OFFICER SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER DIRECTLY TO PROCUREMENT SERVICES DEPARTMENT STAFF ONLY.*

All Inquiries for Information Should Be Directed to: James DeLoatch; Tel: 540-654-1382 or via e-mail: [jdeloatc@umw.edu](mailto:jdeloatc@umw.edu) . All email correspondence should include **"HVAC Supplies"** in the subject line. No questions will be accepted after close of business, 5:00pm, **August 21, 2017**.

In Compliance With This Invitation for Bids And To All The Conditions Imposed Therein, The Undersigned Firm hereby Offers And Agrees To Furnish All Goods/Services Required by this IFB At The Price(s) Indicated In the Pricing Schedule **(Ref. Section VI Pricing Schedule in IFB)**, and the undersigned firm certifies that all information provided below and in any schedule or attachment contained in this document is true, correct and complete.

VA CONTRACTOR LIC.# &  
CLASS W/SPECIALTY  
CODES:  
NAME OF FIRM  
SUBMITTING BID:  
ADDRESS LINE 1:  
ADDRESS LINE 2:  
CITY/STATE/ZIP:  
eVA VENDOR# OR DUNS#:  
TELEPHONE NUMBER:  
FAX NUMBER:  
DSBSD CERT. #:

FEIN#:

SCC#:

DATE BID SIGNED:  
BIDDER'S ORIG. SIGNATURE:  
BIDDER'S NAME:  
BIDDER'S TITLE:  
EMAIL ADDRESS:

EXP.DATE: DSBSD CERTIFICATION TYPE: Small-Micro/Woman-owned/Minority-Owned

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

## **TABLE OF CONTENTS**

<b>I.</b>	<b>PURPOSE</b>	<b>3</b>
<b>II.</b>	<b>ORGANIZATIONAL OVERVIEW</b>	<b>3</b>
<b>III.</b>	<b>BACKGROUND</b>	<b>3</b>
<b>IV.</b>	<b>STATEMENT OF WORK</b>	<b>3</b>
<b>V.</b>	<b>CONTRACT ADMINISTRATION</b>	<b>3</b>
<b>VI.</b>	<b>PRICING SCHEDULE</b>	<b>4</b>
<b>VII.</b>	<b>GENERAL TERMS AND CONDITIONS LINK</b>	<b>5</b>
<b>VIII.</b>	<b>SPECIAL TERMS AND CONDITIONS</b>	<b>5</b>
<b>IX.</b>	<b>METHOD OF PAYMENT</b>	<b>10</b>
<b>X.</b>	<b>ATTACHMENTS</b>	<b>11</b>

**Small Business Subcontracting Plan**  
**Contractor Qualifications**  
***SWaM reporting details link***

- I. **PURPOSE:** The intent and purpose of this Invitation for Bid (IFB) is to establish a contract with one or more qualified sources to provide HVAC materials, equipment and supplies to the University of Mary Washington on an as-needed basis. We are issuing this Invitation for Bid with the intent for it to be a cooperative agreement.
- II. **ORGANIZATIONAL OVERVIEW:** The University of Mary Washington is a coeducational, state-supported institution of the Commonwealth of Virginia enrolling a total of approximately 5,000 undergraduate and graduate students. The institution currently consists of three academic campuses and three colleges – Arts and Sciences, Business and Education, as well as a Center for Economic Development, which connects faculty and students with regional initiatives and businesses seeking their assistance. Additional information is available at: <http://www.umw.edu/about/>
- III. **BACKGROUND:** For fiscal year 2016-2017, The University of Mary Washington has spent \$95,120 for HVAC supplies. This solicitation will serve as a new contract for the same commodity. This contract will serve for two (2) years with six (6) additional one (1) year renewable. There is no guarantee of estimated spend for the life of this contract.
- IV. **SCOPE OF SERVICES (STATEMENT OF WORK):** Selected firms shall provide HVAC materials, equipment and supplies on an as needed basis for the University of Mary Washington.
  - A. **GOODS (FURNISH ONLY):** The contractor shall furnish and deliver the items described in the pricing schedule (VI) and any additional supplies and equipment that may be required.
  - B. **DELIVERY POINT:** All items shall be F.O.B delivered as directed by the ordering department institution or agency of the Commonwealth. All product orders will be delivered to **UMW Central Storeroom 1302 Hanover Street, Fredericksburg, VA 22401.**
  - C. **DELIVERY NOTIFICATION:** The Agency shall be notified **72** hours prior to delivery of any items so that personnel may verify items received. Notification shall be made to: **David Wilt 540-654-5972.**
- V. **CONTRACT ADMINISTRATION:**
  - A. The HVAC Supervisor shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University Procurement Services Department.
  - B. The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator shall not have authority to approve changes in the services which alter the concept or which call for an extension of the contract term. Any modifications made to the contract must be authorized by the University Procurement Services Department through a written two-party modification to the contract.

**VI. PRICING SCHEDULE: The Contractor agrees to provide the products herein described in compliance with the scope of work and all terms and conditions of this Invitation for Bids at the following prices:**

**THE BIDDER IS TO COMPLETE AND RETURN THIS SECTION WITH BID PACKAGE. ONLY BID ON ITEMS THAT ARE ABLE TO BE SUPPLIED. AWARDS WILL BE BASED ON LOWEST PRICE ON TOTAL BID EVALUATION.**

*Failure to complete any section of the pricing schedule table below, will result in a non-responsive determination, and shall constitute cause for rejection of the bid.*

CATEGORY/ITEM	UNIT	BID RATE/PRICE
1. Marathon Motors 5KC36LN144G Motor, 1/2HP, 3450 RPM, 115/230V Cat. No C1420	1ea	
2. Marathon Motors/ Leeson ½ HP, 3450RPM, 56J TEFC, 1PH Pump motor	1ea	
3. Cutler Hammer Eaton Contactor, IEC, 3 Pole, FNVR, 15A, B-Frame, 1NO, 110V 50Hz/120V 60Hz Coil MFR# XTCE015B10A	1ea	
4. Rectorseal KS1 Kickstart 3.5-5 ton Hard Start device	1ea	
5. McQuay Daikin 106163003 1/15HP 277V 1250RPM motor	1ea	
6. McQuay Daikin Blower Wheels 0002120143	1ea	
7. B&G BEARING ASSEMBLY 18533LF for series PD & 60 pumps	1ea	
8. FS-Curtis CT5 5-HP 80G Vertical Simplex Air Compressor <i>Product Code: FCT05C55V8X-A2L1H1</i>	1ea	
9. RADS-183P Comfort Aire 18,000 BTU Window unit	1ea	
10. 816322-041 Armstrong Bronze Pump Impeller 3-3/8	1ea	
11. LG LSU120HXV 12000 BTU Mega Series Outdoor Unit - 115V	1ea	
12. Heat timer multi-mod modulating control 926650CV Multi-MOD Platinum Current/Voltage Standard	1ea	

In addition to the prices listed, the contractor will provide an additional discount of a minimum \_\_\_\_\_% for all other catalog items. (Additional overall discount does not count towards low bid for award)

**VII. CONTRACTOR QUALIFICATIONS:**

In determining if responding potential sources are qualified to provide the required supplies, parts, equipment requested by this solicitation, the following factors will be considered, including but not limited to:

1. Bidder must be a regular dealer or supplier of the goods offered;
2. Bidder must be able to respond to emergency delivery;
3. Bidder must have a satisfactory record of on-time delivery of quality parts;
4. Bidder must have a satisfactory record of integrity;
5. Bidder must have the necessary facilities, organization, experience, financial resources to full the requirements; and
6. Bidder must be insured in accordance with provisions of this contract.
7. No Brokers are allowed (defined as an individual who buys and sells goods or assets for others)

**Bidders must provide adequate detail (Reference Attachment B) along with two recent (within the past three years) references with their bid to substantiate their capacity to meet the factors indicated above.**

**VIII. GENERAL TERMS AND CONDITIONS:** Please refer to the link to follow regarding Required General Terms and Conditions of this Solicitation which are a mandatory part of the resulting contract:  
<http://adminfinance.umw.edu/procurement/files/2014/11/UMW-General-Terms-and-Conditions-Nov14.pdf>

**IX. SPECIAL TERMS AND CONDITIONS:**

**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.

**COOPERATIVE PROCUREMENT/ADDITIONAL USERS - 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 affiliated agency and/or corporation 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 Contractor should consider an offer of special tiered pricing or rebates to all entities accessing the contract, based on the results of such reporting. This tiered pricing and/or rebate structure should be included with the Bidder/Offeror's bid or proposal package.

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 Agreement does not preclude any participating entity from using other agreements or competitive processes.

**AWARD TO MULTIPLE BIDDERS:** The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s). Evaluation will be based on unit prices for listed items in conjunction with applicable discounts. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

**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.

**BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) 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.

**BID PRICES:** Bids shall be in the form of a firm unit price as specified in the Pricing Schedule (Section VI).

**BID EVALUATION PROCEDURE:** The lowest responsive bidder(s) will be determined by providing the lowest total price based on quantities listed. In the case of same pricing submissions for like items, awards will be made to all vendors supplying the lowest price per unit. **NOTE: THE BIDDER IS NOT TO FILL IN THESE BLANKS. THIS EXAMPLE IS ONLY INTENDED TO SHOW THE PROCEDURE TO BE USED.**

CATEGORY/ITEM	UNIT/QTY	BID RATE/PRICE
1. Marathon Motors 5KC36LN144G Motor, 1/2HP, 3450 RPM, 115/230V Cat. No C1420	2	
2. Marathon Motors/ Leeson ½ HP, 3450RPM, 56J TEFC, 1PH Pump motor	2	
3. Cutler Hammer Eaton Contactor, IEC, 3 Pole, FNVR, 15A, B-Frame, 1NO, 110V 50Hz/120V 60Hz Coil MFR# XTCE015B10A	5	
4. Rectorseal KS1 Kickstart 3.5-5 ton Hard Start device	2	
5. McQuay Daikin 106163003 1/15HP 277V 1250RPM motor	2	
6. McQuay Daikin Blower Wheels 0002120143	5	
7. B&G BEARING ASSEMBLY 18533LF for series PD & 60 pumps	5	
8. FS-Curtis CT5 5-HP 80G Vertical Simplex Air Compressor <i>Product Code: FCT05C55V8X-A2L1H1</i>	2	
9. RADS-183P Comfort Aire 18,000 BTU Window unit	2	
10. 816322-041 Armstrong Bronze Pump Impeller 3-3/8	5	
11. LG LSU120HXV 12000 BTU Mega Series Outdoor Unit - 115V	3	
12. Heat timer multi-mod modulating control 926650CV Multi-MOD Platinum Current/Voltage Standard	3	
	<b>Total</b>	<b>\$</b>

**CANCELLATION OF CONTRACT:** The 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.

**CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the contract officer whose name appears on the face of the solicitation no later than five (5) days prior to the due date for receipt of proposals. Any revisions to the solicitation and any answers to questions posed by offerors will be made only by written addendum issued by the contract officer and posted on eVA (VBO).

**EXCLUSIVITY:** The University reserves the right to procure goods or services covered under this contract from a third party when, in the University's sole discretion, it is deemed to be in the University's best interest.

**QUANTITIES:** Quantities set forth in this solicitation are for estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

**PRE-BID CONFERENCE:** For this solicitation, there will be **no Pre-Bid conference**. Bid questions will be accepted through close of business **August 21, 2017**. All questions must be submitted through email to [jdeloatc@umw.edu](mailto:jdeloatc@umw.edu) with HVAC supplies in the subject line. All bids are due by **September 1, 2017 at 10:00AM**. No late bids will be accepted.

**ORDERING PROCEDURES:** The awardee of a contract under this solicitation shall be issued one (1) master contract (**UCPUMW 18-703**) which will be valid for the term of the contract. Individual purchase orders will be issued on a per occurrence basis when goods are required. Each purchase order will reference the particular goods to be provided and the master contract number.

**PRODUCT INFORMATION:** The bidder/offeror shall clearly and specifically identify the product being offered and enclose a complete and detailed descriptive literature, catalog cuts and specifications with the bid/proposal to enable the University to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid/proposal to be considered nonresponsive.

**PUBLIC POSTING OF COOPERATIVE CONTRACTS:** UMW maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.

**IDENTIFICATION OF BID ENVELOPE:** The signed bid (front page) must be returned in an envelope or package, sealed and identified as follows (on the outside of the package). The envelope should be addressed as directed on Page 1 of the solicitation.

BIDDER NAME:	DUE DATE:	TIME DUE:
BIDDER ADDRESS		
IFB#:	IFB TITLE: <b>HVAC SUPPLIES</b>	

**RENEWAL OF CONTRACT:** This contract may be renewed by the University for 6 successive one year periods, or as negotiated, under the terms and conditions of the original contract. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration of each contract period.

**E-VERIFY PROGRAM:** Effective 12/1/2013, and pursuant to Code of Virginia, §2.2-4308.2., 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 any agency of the Commonwealth 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 such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. *If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.*

\* When used: In all solicitations for services in excess of \$50,000.

**NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, the University reserves the right granted by § 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 the agency and the lowest responsive, responsible bidder.

**SUBMISSION OF INVOICES:** All invoices shall be submitted within thirty (30) days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the thirty (30) day period will not be processed for payment.

**PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: CPI-W. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the procurement services office. Any request for price increases shall be accompanied with supporting documentation. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University. Contractor shall give not less than 30 days advance notice of any price increase to the procurement services office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. The procurement services office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the procurement services office.

**EXTRA CHARGES PROHIBITED:** The bid price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees. Credit card "check-out fees" or surcharges MUST be disclosed as a flat fee or percentage of invoice total with the bid, and shall be considered in the bid evaluation process. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price. If the contractor's eVA profile indicates acceptance of a credit card in payment, the University will pay via credit card for invoices \$50,000.00 or less. The University reserves the right to request certification (with confirmation code) of the vendor's registration with its merchant bank/VISA to invoke "check-out fees" or surcharges for use of the credit card. "Check-out fees" or surcharges for use of the credit card shall not exceed the vendor's cost of acceptance rate.

**PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contact Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.

**MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets and descriptive literature shall be provided with the bid for each chemical and/or compound offered. Failure on the part of the bidder to submit such data sheets may be cause for a lower score for the bid.

**WARRANTY OF MATERIALS AND WORKMANSHIP:** The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract be new, in first class condition, and in accordance with the contract documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Work not conforming to these warranties shall be considered defective. This warranty of materials and workmanship is separate and independent from and in addition to any of the Contractor's other guarantees or obligations in this contract.

**X. METHOD OF PAYMENT:** The contractor shall be paid using one of the following three methods:

1. Small Purchase Charge Card (SPCC): At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by SPCC, currently Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase and shall be detailed in a separate line item on the receipt at point of sale. No check-out fee or surcharge may be greater than 4% of the total sale. *If the contractor's eVA profile indicates acceptance of a credit card in payment, the Commonwealth will pay via credit card for invoices \$50,000.00 or less.*
2. "ePayables" through Bank of America: All payments under ePayables will have a *net 16* payment term. For more information about this payment option, please view <http://www.bankofamerica.com/epayablesvendors> or contact UMW's Accounts Payables department at [payables@umw.edu](mailto:payables@umw.edu).
3. Payment (by check or ACH) will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with the Virginia Prompt Payment Act. Ref.: Code of Virginia, Sections 11-62.1 through 11-62.9; "Prompt Payment Act" memorandum issued by the Office of the Comptroller, June 27, 1984
4. *To be considered eligible for payment, **all invoices must be received at the following address and should reference the eVA purchase order and UMW contract numbers:***  
*University of Mary Washington*  
*Attn.: Accounts Payable*  
*1301 College Avenue*  
*Fredericksburg, VA 22401.*

**XI. ATTACHMENTS:**

Small Business Subcontracting Plan  
Contractor Qualifications

(Details for SWaM reporting can be located here:

<http://adminfinance.umw.edu/procurement/swam-2/swam-reporting/> )

ATTACHMENT: A

Small Business Subcontracting Plan

**MUST be completed and returned with Bid Package**

**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: DSBSD-certified women- and minority-owned businesses shall also be considered small businesses when they have received DSBSD 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 Small Business and Supplier Diversity (DSBSD) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DSBSD online at [www.sbsd.virginia.gov](http://www.sbsd.virginia.gov) (Customer Service).**

**Bidder Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Instructions**

A. If you are certified by the Department of Small Business and Supplier Diversity (DSBSD) as a small business, complete only Section A of this form. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification.

B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business in Section B.

**Section A**

If your vendor is certified by the Department of Small Business and Supplier Diversity (DSBSD), are you certified as a **(check only one below)**:

\_\_\_\_\_ Small Business \_\_\_\_\_ Small and Minority-owned Business \_\_\_\_\_ Small and Women-owned Business

Certification# \_\_\_\_\_ Date: \_\_\_\_\_

**Section B**

Populate the table below to show your vendor's plans for utilization of DSBSD-certified small businesses in the performance of this contract. This shall not exclude DSBSD-certified women-owned and minority-owned businesses that have received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

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

Small Business Name & Address DSBSD Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
<b>Totals \$</b>					

**ATTACHMENT B**  
Bidder Information/Qualification Sheet

1. Business Name and Address: \_\_\_\_\_
2. Ordering Address, if different than business address: \_\_\_\_\_
3. Toll Free Telephone Number: \_\_\_\_\_  
24/7 Telephone Number: \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Website Address: \_\_\_\_\_
4. Contact Person(s). At least two names requested.  
Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
  
Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_
5. Check type of Organization
  - a. Corporation
  - b. Individual
  - c. Partnership
  - d. Joint Venture
  - e. Other
  - f. DUNS Number: \_\_\_\_\_
6. Years in Business \_\_\_\_\_
7. In the past ten years, has your organization, or any officer, director, partner or owner, had judgments entered against it or them for breach of contract? Yes \_\_\_\_\_ No \_\_\_\_\_. If yes, include on a separate attachment the person or entity against whom the judgment was entered, the location and date of the judgement, describe the project involved, and explain the circumstances relating to the judgment, including the names, addresses and phone numbers of persons who may be contacted for additional information.
8. Convictions and Debarment:

If you answer yes to any of the following, include on a separate attachment the person or entity against whom the conviction or debarment was entered, the location and date of the conviction or debarment, describe the project involved, and explain the circumstances relating to the conviction or debarment, including the names, addresses and phone numbers of persons who may be contacted for additional information.

- a. In the past ten years has your organization or any officer, director, partner, owner, project manager, procurement manager or chief financial officer of your organization:
  - i. Ever been found guilty on charges relating to conflicts of interest? Yes \_\_\_ No \_\_\_.
  - ii. Ever been convicted on criminal charges relating to contracting, bid rigging or bribery? Yes \_\_\_ No \_\_\_.
  - iii. Ever been convicted (i) under VA Code Section 2.2-4367 et. seq. (Ethics in Public Contracting); (ii) under VA Code Section 18.2-498.1 et. seq. (VA Government Frauds Act); (iii) under VA Code Section 59.1-68.6 et. seq. (Conspiracy to Rig Bids); or (iv) of violating any substantially similar federal law or law of another state? Yes \_\_\_\_\_ No \_\_\_\_\_.
- b. Has your organization or any officer, director, partner or owner ever been debarred or enjoined from doing federal, state or local government work for any reason? Yes \_\_\_ No \_\_\_\_\_.

Compliance:

If you answer yes to any of the following, include on a separate attachment the date of the termination order, or payment, explain the circumstances relating to the same, including the names, addresses and phone numbers of persons who may be contacted for additional information.

- 1. In the past five years has your organization:
  - a. Ever been terminated on a contract for cause? Yes \_\_\_ No \_\_\_\_\_.
  - b. Ever made payment of actual and/or liquidated damages for failure to complete a contract for any reason? Yes \_\_\_ No \_\_\_\_\_

Signature:

The undersigned certifies that the information contained in this Statement of Qualifications and attachments hereto are complete, true, and correct:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_