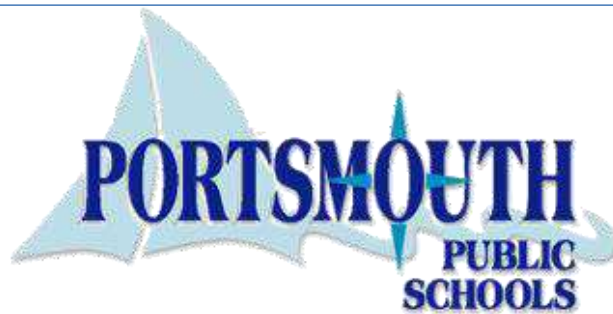


MINORITY AND WOMAN BUSINESS ENTERPRISE
(M/WBE) PROGRAM



12/9/2015

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**CITY OF PORTSMOUTH, VIRGINIA SCHOOL BOARD MINORITY AND WOMAN
BUSINESS ENTERPRISE (M/WBE) PROGRAM**

Section 1.0: Program Overview

1.1 Declaration of Policy Statement

It is the policy of the School Board of the City of Portsmouth, hereinafter referred to as the School Board to: (1) provide minorities, and women equal opportunity to participate in all aspects of the School Board contracting and purchasing programs, including but not limited to, participation in procurement contracts for materials, services, construction and repair work activities and lease agreements; (2) prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, sex, religion, national origin, age, or disability, and (3) to conduct its contracting and purchasing programs so as to prevent any discrimination prohibited by state law and federal law relating to discrimination in employment.

1.2 Enabling Action

In July 2010 the School Board commissioned a Procurement Study to determine whether there was a compelling interest to establish a narrowly-tailored minority- and women-owned business enterprise program. The study was conducted by MGT of America, Inc. and presented to the School Board on January 19, 2011. As a result of the study's findings, the School Board hired Transformation Consulting to develop and implement an M/WBE Program. On September 27, 2012, the School Board unanimously approved and adopted the M/WBE Program Policy.

1.3 Commercial Nondiscrimination Policy

It is the policy of the School Board not to enter into a *contract* with any *business enterprise* that has discriminated in the solicitation, selection, hiring or treatment of vendors, suppliers, subcontractors, its own employees, or *commercial customers* on the basis of race, gender, religion, national origin, ethnicity, age, or disability, or on the basis of any otherwise unlawful use of characteristics regarding such vendor's, supplier's, or *commercial customer's* employees or owners in connection with a Portsmouth Public Schools *contract* or *solicitation*; provided that nothing in this Commercial Non-Discrimination Policy shall *prohibit* or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the marketplace.

1.4 Program Objectives

- a. To provide M/WBEs equal access to opportunity for participation in School Board contracts for Construction and Repair, Goods, Professional Services, and Other Services.
- b. To provide procedures for determining and monitoring M/WBE participation and compliance with the M/WBE requirements stated in the Policy.
- c. Increase awareness of this M/WBE Program and identify M/WBE vendors.
- d. To promote awareness of this M/WBE Program throughout Portsmouth Public Schools and the Community.
- e. Revise the bidding procedures and guidelines to increase the potential for M/WBE participation.
- f. Provide training and financial assistance.
- g. To encourage all Portsmouth Public Schools personnel involved in procurement and contracting activities to maintain good faith efforts and appropriate purchasing procedures.

1.5 **Program Roles and Responsibilities**

1.5.1 *Portsmouth Public School Board*

- Provide oversight and make recommendations for program improvements and modifications.
- Establish enabling policies and ordinances for the implementation of a program.

1.5.2 *Superintendent*

- Take all necessary and reasonable steps permissible by law to ensure full equitable participation by M/WBEs in the procurement of goods and services for Portsmouth Public School system.
- Ensure that all senior-level staff performance evaluations include an indicator for M/WBE diversity objectives for procurement.
- Establish an evaluation system whereby all School employees who are responsible for the procurement of goods and services are knowledgeable about the School's goals in achieving diversity and evaluated on their job performance regarding implementation of this Policy.

1.5.3 *Assistant Superintendent for Budget and Planning*

- Advise the School Board on M/WBE Program issues;
- Develop such rules and guidelines as may be necessary to effectuate the purposes of the M/WBE Program;
- Establish program evaluation measures.

1.5.4 *Purchasing Agent*

- Daily administration of all components of the M/WBE Program and supervision of the procurement and M/WBE Program staff ;
- Consult with submitting schools and departments on M/WBE Program implementation and administration;
- Make revisions to the M/WBE Program as needed from time to time to facilitate administration and fulfill Program objectives;
- Develop a forecasting plan of future procurement opportunities.
- Monitor and report minority and women business participation as required by M/WBE Program Policy.

1.5.5 *School Principals and Department Directors*

- Promote the M/WBE Program and M/WBE participation in the contracting and procurement activities of their schools or departments;
- Integrate the M/WBE Program components into procurement practices and processes; Ensure M/WBE Program compliance within their schools and departments;
- Develop and implement strategies to achieve the annual and project participation goals established by the M/WBE Program;

1.5.6 School Board Attorney

- Review the M/WBE Program, rules and guidelines to ensure their compliance with federal, state and local laws; and
- Advise the School Board, Superintendent, and the Purchasing Agent on legal issues related to the M/WBE Program, its implementation and administration.

1.6 **Definitions**

- Affiliate Relationship - two entities are “Affiliates” of one another when: (a) one controls or has the power to control the other, (b) a third party or group of parties’ controls or has the power to control both; or (c) there is a significant relationship between the two entities.
- Aspirational Goal - A state of affairs that a plan is intended to achieve
- Bid – A response to an Invitation to Bid
- Business Enterprise – A corporation, Limited Liability Company, partnership, individual, sole proprietorship, joint stock company, joint venture, professional association, or any other legal entity authorized to do business in the Commonwealth of Virginia.
- Certification – An application procedure completed by a business enterprise to participate as a minority, women, or small business enterprise under the M/WBE program
- Certified business enterprise – A Minority, Women-Owned or Small Business Enterprise that has been certified by certifying agencies approved by the Administration
- Commercially Useful Function – a firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved.
- Contract – A binding written agreement between two or more persons that is enforceable by law.
- Contractor – A person, firm, or legal entity with which the School Board has entered into a contract.
- Good Faith Effort – All activity performed by vendors or departments to assure the participation of minority, women, and small business enterprises in contracts covered under the M/WBE policy.
- Joint Venture – A legal association between business enterprises that provides for a sharing of economic interest and risks. Each participant in the Joint Venture must be responsible for a clearly defined portion of work, must perform a Commercially Useful Function, and must share in the ownership, control, management responsibilities, risks and profits of the Joint Venture
- Minority individual - means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions as defined by the VPPA § 2.2-4310:
 1. “African American” means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
 3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
 4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.
- Minority-owned business - means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.
 - M/WBE Advisory Committee - Committee of citizens with expertise in construction and other relevant industries, which may be appointed by the School Board as set out in this Program to advise the School Board as to M/WBE goal setting.
 - PPS – Portsmouth Public Schools
 - Portsmouth Regional Area – is the Virginia Beach-Norfolk-Newport News, Virginia- North Carolina Metropolitan Statistical Area (MSA) which consist of the following locations:
 - Virginia: Gloucester County, Isle of Wight County, James City County, Mathews County, Surry County, York County, city of Chesapeake, city of Hampton, city of Newport News, city of Norfolk, city of Poquoson, city of Portsmouth, city of Suffolk, city of Virginia Beach, city of Williamsburg.
 - North Carolina: Currituck County
 - Proposal – A response to a Request for Proposal
 - Small business - means a business, independently owned and controlled by one or more individuals who are citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.
 - Subcontractor - A business enterprise that has a direct contract with a contractor to perform part of the work on a contract.
 - Supplier – A business enterprise that furnishes needed items to a contractor; involved in the manufacturing or distribution of the supplies or materials; or otherwise warehouse and ships supplies.
 - Vendor – A supplier/seller of goods and services

- Women-owned business - means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

1.7 M/WBE Goals

1.7.1 Aspirational Goals

The School Board shall establish annual aspirational goals for M/WBE participation. Aspirational goals can be attained through any means of procurement activity. The aspirational goals represent the percentage of M/WBE participation that could be attained in the available market. The aspirational goals are based upon an analysis of factors such as size and scope of the contract and the availability of M/WBEs to perform various elements of the contract.

Based on the 2011 Procurement Disparity Study, the aspirational goals established for M/WBE utilization are summarized in the following chart:

THE SCHOOL BOARD PROPOSED M/WBE ASPIRATIONAL GOALS BY PROCUREMENT CATEGORY

Procurement Category	Aspirational Goal
Construction Prime Contractors	5%
Construction Subcontractors	9%
Professional Services	22%
Other Services	19%
Goods	15%

1.7.2 Project Specific Goals

The School Board or designee shall establish a project specific M/WBE goal that is a percentage of the dollar value of all services and goods the procurement contract requires (including any contingency). The School Board or designee may waive the goal requirement for a given procurement contract if it determines it to be in the best interests of Portsmouth Public Schools.

1.8 M/WBE Outreach, Assistance and Business Development

The School Board or its designee is authorized to develop programs and activities to provide outreach to M/WBEs, and

to assist the business development of such enterprises. These activities may include, but are not limited to:

1.8.1 Communicating information on the M/WBE Program through newsletters, the Internet, workshops, training activities, and other outreach activities conducted by the School board or by other public or private entities in collaboration with the School Board.

1.8.2 Development of a resource directory to be provided to the M/WBE business community in the Portsmouth Regional Area with information as to assistance in bonding financial management and/or

accounting, continuing education, professional organization and other resources that improve small business market access or capacity.

1.8.3 Such other programs or activities as the School Board may from time to time recommend.

1.9 Severability

If any section, paragraph, sentence, clause, phrase, or word of this Procedure is for any reason held by a Court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Procedure, which shall remain in full force and effect.

Section 2.0: Program Administration

2.1 Policy Statement

The School Board is implementing new strategies to solicit and utilize minority- and women- owned businesses in the School Board market area. This policy applies to small purchasing, competitive bids and proposals that are required for most procurements. The School Board will implement an M/WBE Program which includes aspirational goals for M/WBE utilization in proportion to the availability of qualified vendors in particular areas of procurement.

2.2 Annual and Project Specific Goal Setting

The School Board shall establish an M/WBE Advisory Committee to assist with establishing annual and project specific goals and provide oversight of program compliance. The M/WBE Advisory Committee shall consider data about M/WBE availability to perform the substantive work requirements of a contract under consideration, and shall provide advice to the Purchasing Agent concerning M/WBE goal setting on those projects for which the Purchasing Agent has requested their assistance.

M/WBE Advisory Committee members are appointed by the School Board and shall consist of five to seven members. Portsmouth Public School staff will provide assistance to the M/WBE Advisory Committee as requested. The M/WBE Advisory Committee, as a basis for establishing M/WBE goals, shall determine the present availability of all M/WBEs in the vendor database and make recommendations to the School Board for approval. In addition, the M/WBE Advisory Committee shall conduct such inquiries, studies and hearings, and utilize information and assistance from such persons, contractors, entities or organizations including but not limited to the school principals and department directors, as necessary to establish recommended goals.

- a. Annual Aspirational Goals will be approved by the School Board at the beginning of each fiscal year. Annual Aspirational Goals can be achieved through all types of procurement.
- b. Project Specific M/WBE Goals may be set for all Informal Solicitations and Formal Contracts and Purchases, except as provided otherwise in this Program.

2.3 Types of Purchases

2.3.1 Small Purchasing (up to \$5,000)

For goods, equipment, supplies, services, maintenance and repair work which cost \$5,000 or less, the buyer can identify the good or service to be purchased and solicit a minimum of one (1) quote. Notification of M/WBE firms is not required; however, rotation of awards to multiple vendors including M/WBE firms is recommended. A list of

available M/WBE firms can be located at <http://pps.k12.va.us/>. Small purchases should follow the School Board's M/WBE Small Purchasing Monitoring Plan.

2.3.2 *Small Purchasing (\$5,000 - \$15,000)*

For goods, equipment, services, maintenance and repair work, construction, and professional services which cost more than \$5,000 and up to \$15,000, the buyer must utilize Virginia's e-procurement system (eVA) or obtain a minimum of three (3) written quotes from three different vendors of which at least one must be an M/WBE firm. The Purchasing Agent may require advertising these requirements using eVA when the opportunity for M/WBE vendors is considered more favorable for a particular commodity. When a non-M/WBE vendor is proposed with 3 quotes, buyers must document their efforts to include M/WBEs. A list of available M/WBE firms can be located at <http://pps.k12.va.us/> Small purchases should follow the School Board's M/WBE Small Purchasing Monitoring Plan.

2.3.3 *Small Purchasing - Informal Solicitation (\$15,000 - \$100,000)*

For goods, equipment, services, maintenance and repair work, construction, and non-professional services estimated to cost more than \$15,000 and up to \$100,000 (and professional services up to \$60,000), then specifications for the goods or services shall be prepared and forwarded to the Purchasing Office attached to a MUNIS requisition. All informal solicitations will be advertised through the State's eProcurement System. Notification to available M/WBE firms is required. A list of available M/WBE firms can be located at <http://pps.k12.va.us/>. School Board approval is required for all contracts and contract renewals over \$50,000, including purchases from an existing cooperative contract.

2.3.4 *Formal Contracts and Purchases (Greater than \$100,000)*

If the goods and non-professional services are estimated to cost more than \$100,000 (and professional services more than \$60,000), then the Purchasing Office shall comply with the Virginia Public Procurement Act and perform the necessary requirements to solicit competitive bids, quotes or proposals. All formal solicitations will be advertised on the State's eProcurement System. School Board approval is required for all contracts and contract renewals over \$50,000, including purchases from an existing cooperative contract. Notification of available M/WBE firms is required. A list of available M/WBE firms can be located at <http://pps.k12.va.us/>

2.3.5 *Procurement Cards*

Procurement card users should use every effort to purchase items from minority- and women-owned firms and must follow the Board's M/WBE Small Purchasing Plan.

2.3.6 *Cooperative Contracts*

Prior to utilizing any cooperative contract allowed by the Virginia Public Procurement Act, the Purchasing Agent and School Board (for contracts greater than \$50,000) must authorize its use. A Justification for Utilizing a Cooperative Contract Form (Exhibit I) must be completed.

2.3.7 *Splitting Orders*

Dividing procurement transactions in an attempt to circumvent these procedures is prohibited.

2.4 Counting M/WBE Participation

2.4.1 The School Board will only give vendors credit toward the M/WBE goal for those M/WBEs that:

1. Are certified M/WBEs as of the bid or proposal due date;
2. Will actually perform a Commercially Useful Function; and
3. Will perform within the area(s) for which they are registered with the School Board unless the vendor provides documentation satisfactory to the School Board or his/her designee showing that the M/WBE has performed similar work in the past. The School Board will not give credit towards the goal for subcontracting to M/WBEs that are found to be Affiliates of the vendor.

2.4.2 A prime Vendor is required to meet the goal or demonstrate Good Faith Efforts for subcontracting with M/WBEs as set by the School Board or its designee. Only the value of the work actually performed by an M/WBE shall be counted towards the goal, in accordance with the following provisions:

A. **M/WBE Prime Contractor:** The percentage of work that a Prime M/WBE self-performs shall count toward M/WBE goal.

If the M/WBE prime intends to self-perform the entire work, then 100% participation will be counted.

If the M/WBE self-performs a portion of the work and other portions are subcontracted, then the percentage of work the M/WBE prime performs is added to the percentage of work M/WBE subcontractors perform.

If the M/WBE self-performs a portion of the work and other portions of the work are subcontracted to non-MWBEs then only the percentage of work performed by M/WBEs will be counted.

B. **Non- M/WBE Prime Contractor:** Only the percentage of work performed by an M/WBE subcontractor(s) shall count toward M/WBE goal.

C. **Joint Ventures:** When an M/WBE performs as a participant in a joint venture, only the distinct and clearly defined percentage of the work that the M/WBE performs with its own forces shall count toward the M/WBE goal.

D. **Commercially Useful Function:** The expenditures to an M/WBE contractor toward M/WBE goals shall count only if the M/WBE is performing a commercially useful function on that contract.

E. **Contract experiences with certified M/WBE businesses:** The expenditures to MWBE firms in other aspects of the company's business.

2.5 Contract Award

All proposed contracts will be reviewed for program compliance prior to presenting to the School Board for award approval.

2.6 M/WBE Certification

The School Board does not certify minority- and women-owned business enterprises. Certification for minority, women, and small businesses is accepted for purposes of this program from The Commonwealth of Virginia's Department of

Minority Business Enterprises (DMBE), Women Business Enterprise Council (WBENC), and Carolina-Virginia Supplier Diversity Council (CVSDC). A list of available M/WBE firms can be located at <http://pps.k12.va.us/>.

2.7 Affiliate Relationships

Two entities are “Affiliates” of one another when: (a) one controls or has the power to control the other, (b) a third party or group of parties controls or has the power to control both; or (c) there is a significant relationship between the two entities. The School Board or its designee shall investigate claims of affiliate relationships when one of the entities is seeking to meet an M/WBE goal. Should the School Board determine that an affiliate relationship exists credit will not be given towards the goal.

2.8 Program Reports

The School Board or its designee shall prepare written reports four (4) times each fiscal year, which shall describe PPS’s progress in meeting the annual goals for M/WBE utilization, schools and departments progress in meeting annual goals for small purchasing and the extent to which Contractors are meeting project specific M/WBE goals. Copies of such reports shall be provided to the affected school principals and department directors, the Superintendent, and School Board.

2.9 Good Faith Efforts

Contractors submitting bids or proposals to provide goods and services to the School Board shall exercise good faith efforts to comply with the M/WBE goals for the contract as established under this program. Any act or omission by the School Board shall not relieve the contractor of this responsibility. The School Board reserves the right to reject any bid or proposal deemed non-responsive for failing to meet these requirements (and the Board also reserves the right to reject any proposals from vendors who have previously failed to perform properly under a contract).

Good Faith Efforts are required for school principals and department directors in the procurement of goods and services to comply with the annual goals established under this program.

Section 3.0: Good Faith Efforts Compliance and Documentation

- 3.1** A vendor must document that it has made Good Faith Efforts to solicit and negotiate with M/WBEs in compliance with this section, or met the proposed M/WBE goal. Failure to provide documentation as outlined in Section 3.3 may constitute grounds for rejection of the quote, bid or proposal. “Good Faith Efforts” are referred to in this Section as “GFEs”.
- 3.2** If the vendor does not meet the proposed M/WBE goal, the vendor must submit their GFE documentation within forty- eight 48 hours of the date requested by the School Board or its designee. The School Board or its designee may require the GFE documentation described in this section or any additional documentation relating to M/WBE solicitations from any vendor at the School Board’s sole discretion. For example, the School Board or its designee may request additional documentation from one or more vendors selected randomly by the School Board or its designee when vendors submit bids, and/or the School Board or its designee may request additional documentation from a select group of vendors who appear to have submitted the lowest bids, quotes or proposals. The School Board or its designee may further elect to request the additional documentation from a vendor who, in the School Board’s judgment, requires additional monitoring because of previous instances of non-compliance.

3.3 Where project specific goals are established vendors must earn a minimum of fifty (50) points from any combination of the GFEs listed for their bid to be considered responsive. GFE documentation must coincide with the good faith efforts submitted on **Form B, Listing of Good Faith Efforts** which identifies methods utilized to accumulate the minimum points required. Not providing applicable GFE documentation within the required time period could result in the bid being considered non-responsive. GFE credit is awarded upon satisfaction by the School Board or its designee that GFE documentation is complete and meets the requirements. If a vendor meets the requirements for a sub-section below, then the full number of points will be counted. If a vendor does not meet the requirements of a sub-section below, then no points will be counted. Partial points will not be given. The GFE requirements that vendors must demonstrate to show that they actively and aggressively sought to achieve the M/WBE Goal are as follows:

- 3.3.1 Notification of Subcontracting Opportunities (10 pts): To receive credit for this GFE, a vendor must provide to the School Board or its designee a list of the areas in which the vendor sought subcontractors and suppliers. The vendor may report this information on **Form F, PPS Subcontracting Opportunities** or another form listing the same information.
- 3.3.2 M/WBE Contact (10 pts): To receive credit for this GFE a vendor must contact M/WBE businesses that reasonably could have been expected to submit a bid, for the areas the vendor intends to subcontract or purchase supplies at least **ten (10) days** before the solicitation due date and notified them of the nature and scope of the work to be performed.
- A. **Solicitation Method**: The vendor shall make the M/WBE solicitations by fax, e-mail, U.S. Mail, overnight courier service. Regardless of the method of contact, the solicitation must occur no less than **ten (10) Days** before bid opening. If the vendor contacts M/WBEs by U.S. Mail, the School Board shall presume that the solicitation reached the M/WBE by the required deadline if the vendor: (a) mailed the solicitation at least **ten (10) Days** prior to the bid opening; and (b) documented the solicitation as required by Section C below.
- B. **Solicitation Content**: To receive credit for a solicitation, the substance of the solicitation must be sufficient to put the M/WBE on notice that the vendor is soliciting a bid from the M/WBE to participate in the Contract up for award in one or more of the areas for which the M/WBE is certified.
- C. **Solicitation Documentation Requirements**: To receive GFE credit for contacting M/WBEs, a vendor shall document in writing for each M/WBE solicited: (a) the method of contact, (b) the date of the contact, (c) the business name and contact person for each of the M/WBE firms contacted, and (d) the North American Industry Classification System (NAICS) Code or a description identifying the goods or services the vendor solicited from the M/WBE. In addition the School Board or its designee may require the vendor to provide a copy of the solicitation sent to M/WBEs (which must meet the content requirements per subsection 3.3.2B), along with the following documentation depending on the method of contact:
1. **For contacts made by fax**: The vendor must provide a confirmed fax transmission record showing that: (i) a fax was transmitted to a fax number maintained by the M/WBE, or (ii) a fax was directed to a fax number maintained by the M/WBE but did not go through due to reasons outside the vendor's control. If the vendor cannot provide the forgoing, the School Board or its designee may refuse to consider such contact in awarding GFE points.
 2. For contacts made by e-mail: The vendor must provide a copy of an e-mail confirmation notice showing that an e-mail was delivered to an e-mail address maintained by the M/WBE.

3. **For contracts made by U.S. Mail:** The vendor must provide: (a) a copy of the solicitation that satisfies the content requirements in item B above; and (b) a Certificate of Mailing from the U.S. Postal Service certifying the date on which the vendor mailed the solicitation; and (c) an affidavit stating that the vendor mailed the solicitation to the M/WBE recipient on the date indicated in the Certificate of Mailing.
4. **For contracts made by overnight courier:** The vendor must provide a copy of the solicitation that meets the content requirements set forth in subsection 3.3.2B above, along with a routing slip from the overnight courier showing the M/WBE's address, the date on which the Vendor sent the solicitation to the M/WBE recipient.

3.3.3 Making Project Documents Available (10 pts): To receive credit for this GFE, the vendor must: (a) make Project Documents available to interested M/WBEs no less than ten (10) Days before bid opening in one (1) of the three (3) ways described below; and (b) notify all M/WBEs contacted under GFE 3.3.2 of the way in which Project Documents will be made available. The three (3) ways a vendor may make project documents available to M/WBEs are:

- A. Provide interested M/WBEs with a hard copy of the project documents via email, fax, regular mail or other means of document transfer; or
- B. Provide necessary physical access and adequate time for M/WBEs to fully review the project documents at the vendor's place of business within the Portsmouth Regional Area or, if the vendor has no place of business within the Portsmouth Regional Area, at an alternate location within the Portsmouth Regional Area where the information can be reviewed at no cost to the M/WBEs; or
- C. Post the Project Documents on a website that M/WBEs can access at no cost. To receive credit for this GFE, the vendor's notice to M/WBEs must identify: (a) a telephone number or email address for requesting copies of the project documents.

3.3.4 Breaking Down Work (15 pts): To receive credit for this GFE, the vendor must: (a) notify M/WBEs as part of a vendor's M/WBE Contacts under subsection 3.3.2 that the vendor is willing to divide or combine elements of work into economically feasible units on a case-by-case basis to facilitate M/WBE participation and (b) negotiate in good faith with any M/WBEs that request such divisions or combinations. A vendor may receive credit for this GFE only if it receives credit for subsection 3.3.2 (M/WBE Contacts).

3.3.5 Working with M/WBE Assistance Organizations (10 pts): To receive credit for this GFE, the vendor must document that it has performed one of the following within the **twelve (12) month** period before solicitation due date for an M/WBE Assistance Organization:

- A. **Provide Location for M/WBE Assistance Organization Event:** providing a meeting location for the M/WBE Assistance Organization to host a regular meeting or special event at no cost or at a reduced rate.
- B. **Provide Training for M/WBE Assistance Organization Members:** providing training or facilitating workshops aimed at increasing the capacity or skill level of the M/WBE Assistance Organization members, or participating in training or a workshop sponsored by the M/WBE Assistance Organization.

- C. **Contracting with new M/WBE:** documenting that the M/WBE Assistance Organization helped to identify an M/WBE with whom the vendor subsequently subcontracted work (whether on a School Board contract or other contract). The vendor will not be given credit for this GFE if the Vendor contracts with an M/WBE that the vendor has used on previous projects.
- 3.3.6 Attend or Host Pre-solicitation Meeting (10 pts): To receive credit for this GFE, the vendor must attend meetings scheduled by the School Board or conduct a pre-solicitation meeting for M/WBEs no less than **three (3) Business Days** before solicitation due date. If the vendor host a pre-solicitation meeting, the pre-solicitation meeting must take place within the city of Portsmouth or, if the vendor has no place of business within the city of Portsmouth, at an alternate location within the Portsmouth Regional Area. No less than forty-eight (48) hours before the pre-solicitation meeting, the vendor must communicate the time and location of the meeting to the M/WBEs. A vendor may receive credit for this GFE only if it receives credit for subsection 3.3.2 (M/WBE Contacts).
- 3.3.7 Bonding or Insurance Assistance (20 pts): To receive credit for this GFE, the vendor must assist an M/WBE in obtaining its own bond or insurance coverage for a School Board contract or another contract by (a) providing direct assistance within the **six (6) months** preceding the solicitation due date, and (b) showing that the M/WBE did not have access to the bond or insurance coverage before the vendor's assistance. To document satisfaction of this GFE, the vendor must submit: (a) the name of the M/WBE; (b) a description of the assistance the vendor provided; (c) the date the vendor provided the assistance; (d) the name of a contact person with the M/WBE who can verify that the vendor provided the assistance; and (e) any additional information requested by the School Board or its designee. No credit will be given for bonding or insurance assistance to an Affiliate of the vendor.
- 3.3.8 Negotiate in Good Faith (15 pts): To receive credit for this GFE, the vendor must have documented that an M/WBE does not qualify to perform the services it bid. To document satisfaction of this GFE, the vendor must submit: (a) contract termination of the M/WBE; (b) the M/WBE's bid was higher than what was proposed by the subcontractor or supplier the vendor decided to use or higher than the vendor's cost of performing such work on its own; (c) the business enterprise that will be performing in place of the interested M/WBE is more qualified than the interested M/WBE, to the extent that such difference in qualification would materially impact the vendor's solicitation response, or (d) there was a material deficiency with the interested M/WBE's solicitation response (such as it being submitted late, containing inaccurate information, etc.).
- 3.3.9 Financial Assistance (25 pts): To receive credit for this GFE, the vendor must provide one of the following types of assistance to an M/WBE during the twelve (12) months before solicitation due date: (a) assistance in obtaining equipment, a loan, capital, lines of credit, (b) joint pay agreements or guaranties to secure loans, the purchase of supplies, or letters of credit, including waiving credit that is ordinarily required; or (c) assistance in obtaining the same unit pricing with the vendor's suppliers as the vendor. Such assistance may be in connection with a School Board contract or any other contract. To receive credit for this GFE, vendors must document: (a) the name of the M/WBE; (b) the description of the assistance the vendor provided; (c) the date the vendor provided the assistance; (d) the name of a contact person with the M/WBE who can verify that the vendor provided the assistance was provided. No credit will be given for financial assistance to an Affiliate of the vendor.
- 3.3.10 Joint Ventures (20 pts): To receive credit for this GFE, the vendor must document the existence of a Joint Venture agreement between the vendor and an M/WBE that increases opportunities for M/WBE business participation, whether on School Board contracts or other contracts. To document satisfaction of this GFE, vendors must document that they have entered into such an agreement within the **twelve (12)**

months before the solicitation due date, and such documentation must include; (a) the name of the M/WBE; (b) a description of the Joint Venture; (c) evidence of the date the vendor and the M/WBE entered into the agreement; and (d) the name of a contact person with the M/WBE who can verify the terms of the agreement. No credit will be given for a joint venture with an Affiliate of the vendor.

3.3.11 Quick Pay Agreements (20 pts): To receive credit for this GFE, vendors must: (a) provide the School Board or its designee with a copy of a policy containing the quick pay commitment that the vendor has adopted for the project and document that the vendor informed each M/WBE about the quick pay commitment as part of the vendor's M/WBE contacts under subsection 3.3.2; or (b) document that prior to solicitation due date the vendor made a written quick pay commitment to each M/WBE that will participate in the contract up for award. Including a statement in a bid solicitation letter indicating that the vendor will consider entering into quick pay agreements will not suffice. A vendor may receive credit under subpart (a) of this GFE only if it receives credit for subsection 3.3.2 (M/WBE Contacts). No credit will be given for agreements with an Affiliate of the vendor.

3.3.12 M/WBE Participation on Non-PPS Contracts (15 pts): To receive credit for this item the vendor must document that during the **eighteen (18) months** period before solicitation due date, the vendor paid M/WBEs on non-School Board contracts. The vendor must document for each non-School Board M/WBE subcontract: (a) the name of the project and the parties to the contract; (b) the name of the M/WBEs the vendor paid on the project; (c) the amount the vendor paid to each M/WBE during such period. Documentation to satisfy this requirement may include invoices showing the M/WBE has previously performed such work. The M/WBE firm must be certified and registered at the time of the School Board bid or proposal receipt. No credit will be given for amounts paid to an Affiliate of the vendor.

3.4 **Waiver of Good Faith Efforts.** The School Board or its designee shall be entitled (but not required) to waive the Good Faith Efforts requirement in a situation where the lowest vendor failed to comply with the Good Faith Efforts requirements ("Non-Compliant Vendor") but has proposed M/WBE utilization that is greater than that proposed by the next lowest vendor that complied with the Good Faith Efforts requirements and would otherwise be awarded the contract ("Compliant Vendor"). In determining whether to grant such waiver, the School Board will take into account:

- (a) The cost difference to the School Board between the two solicitation responses;
- (b) The difference in the level of M/WBE utilization proposed by the compliant and non-compliant vendors;
- (c) The level of effort the compliant and non-compliant vendors undertook to meet the Good Faith Efforts requirement;
- (d) The consistency in subcontractors the non-compliant vendor has proposed on School Board projects (i.e. whether or not the vendor consistently uses the same subcontractors on every solicitation response);
- (e) The consistency in M/WBE Goals the non-compliant vendor has proposed on School Board projects (i.e., whether or not the vendor consistently proposes the same M/WBE Goal); and
- (f) Instances of past non-compliance with the Good Faith Efforts requirements on the part of the non-compliant vendor and any other factors deemed relevant by the School Board or its designee.

Section 4.0: Program Compliance

4.1 A vendor is deemed to be compliant with the M/WBE requirements when:

- 1. The Vendor has met the project goal; or
- 2. The Vendor has documented evidence of meeting the good faith efforts; or
- 3. The Vendor has demonstrated evidence that the vendor can and will self-perform all aspects of the project.

- 4.2 Vendors shall provide with the bid, **Form A, M/WBE Utilization Commitment**, identifying the amount of M/WBE participation to meet M/WBE objectives; or
- 4.3 Provide with the bid, **Form B, Listing of Good Faith Efforts** if the project goal is not attained; or
- 4.4 Provide with the solicitation response, **Form C, Statement of Intent to Perform Work Without Subcontracting**, and upon request, information sufficient for the School Board or its designee to determine that the vendor does not customarily subcontract work on this type project. Such contractors will be required to document good faith efforts to provide equal opportunity to M/WBE's to participate in significant material supplier opportunities under the prime contract and identify its own minority and women employees by name and job title that will have a significant material role on the project. Also, listing of contract experiences with certified M/WBE businesses in other aspects of the company's business.
- 4.5 Upon being named apparent low bidder, the vendor shall provide **Form D, Letter of Intent to Perform as a Subcontractor or Subconsultant**, complete with a description of the scope of services and dollar value from each M/WBE firm proposed at the time of bid for use on the contract.
- 4.6 Failure to submit the completed applicable forms shall result in the bid/proposal being declared non-responsive. The School Board reserves the right to waive any irregularities in M/WBE documentation if the School Board finds it to be in its best interest to do so and award the contract.
- 4.7 Failure by any contractor to comply with such requirements as described in this document and/or in its contract will constitute a breach of contract exposing the contractor to a potential termination of the contract or other appropriate remedy in accordance with the termination provisions of the contract.
1. All documents and information submitted by a successful bidder will become a legal and binding part of the final contract document.
 2. A finding by the School Board that any of the information submitted is inaccurate, false or incomplete will constitute grounds for termination of the contract.
 3. During the contract period, all M/WBE requirements will apply to change orders, additions or replacements of subcontractors. The contractor is responsible for notifying the School Board of problems arising from M/WBE performance and possible contract changes prior to removing any M/WBE subcontractor or making major changes in their contract amendments.
 4. Problems arising out of either contractor or subcontractor non-compliance with the program requirements will be reviewed by the School Board or its designee.
 5. The School Board or its designee will make a determination on the adequacy of the good faith efforts. The decision of the School Board shall be final and the contractor shall be notified in writing within ten (10) days of that decision.
 6. The School Board reserves the right to waive any irregularities in M/WBE documentation if they can be resolved prior to award of the contract and the School Board finds it to be in its best interest to do so and award the contract.

- 4.8 The School Board or its designee may request information, documents or other materials from a contractor at any time for the purpose of determining whether the contractor is in compliance with the M/WBE Program. The contractor shall comply with all such requests within **three (3) Business Days**, unless otherwise agreed by the School Board in writing.

Section 5.0: Post Award Requirements

- 5.1 Contractors shall have an affirmative, ongoing obligation to meet or exceed the committed M/WBE goal for the duration of the contract. The School Board may deem a contractor to be in violation of the M/WBE Program and in breach of its contract if at any time the School Board or its designee determines that: (a) the contractor will not meet the committed M/WBE goal; and (b) the reasons for the contractor's failure are in the School Board's judgment within the contractor's control. For example, if a contractor does not meet the M/WBE goal because the contractor terminated an M/WBE without cause or caused an M/WBE to withdraw from the project without justification, then the School Board could find the contractor to be in violation.
- 5.2 **Exceptions.** A contractor shall not be deemed in violation of this Program for failure to meet the committed M/WBE Goal to the extent such failure is directly attributable to:
- 5.2.1 The School Board reducing the scope of a contract so as to eliminate or reduce work that was going to be performed by M/WBEs (whether through a change order, contract amendment, force account or otherwise); or
- 5.2.2 An M/WBE's voluntary withdrawal from the project if the contractor demonstrates that such withdrawal was beyond the contractor's reasonable control, so long as the contractor complied with the Good Faith Efforts to replace the M/WBE with another M/WBE; or
- 5.2.3 Termination or reduction in the work of an M/WBE, if the contractor demonstrates that such termination was consistent with the terms of this Program, and that the contractor complied with the Good Faith Efforts to replace the M/WBE with another M/WBE.
- 5.3 Contractors shall not terminate, replace or reduce the work of an M/WBE that the contractor has counted toward meeting the committed M/WBE goal unless:
- 5.3.1 The M/WBE refuses to enter into a contract consistent with the M/WBE's Letter of Intent;
- 5.3.2 The M/WBE's Certification terminates;
- 5.3.3 The M/WBE materially breaches its contract with the contractor;
- 5.3.4 The M/WBE voluntarily withdraws from the contract for reasons not within the contractor's reasonable control.
- 5.4 Contractors shall provide the School Board or its designee written notice prior to replacing or terminating an M/WBE on a Contract. The notice shall 1) identify the M/WBE and the contract; 2) state the reason for the termination or replacement, and 3) state the proposed date on which such termination or replacement will occur.

Unless the circumstances necessitate immediate termination or replacement, the contractor shall provide such notice to the School Board or its designee at least **five (5) Business Days** before the contractor terminates the M/WBE. The contractor shall further provide written notice to the M/WBE stating the reasons for the termination. Unless circumstances dictate otherwise, the contractor shall provide such notice before termination is to occur.

If a contractor elects to subcontract any portion of a contract that the contractor did not previously identify to the School Board as a subcontracting opportunity, or if the scope of work on a contract increases for any reason in a manner that creates a new M/WBE subcontracting opportunity (whether through a change order, contract amendment, inaccurate initial estimate by the contractor or otherwise), the contractor shall: (a) promptly notify the School Board or its designee of the new subcontracting opportunity and, (b) inform the School Board or its designee whether the contractor, existing M/WBE(s) or other subcontractor(s) can perform the new opportunity.

Section 6.0: Documentation of Utilization and Payments

- 6.1 Contractors shall report to the School Board or its designee the total dollars paid to each subcontractor and supplier on each contract, and shall provide such payment affidavits, certifications or other documentation regarding payment to subcontractors as may be requested by the School Board. Such affidavits, certifications or documents shall be in the format specified by the School Board, and shall be submitted at such times as required by the School Board. Failure to provide such reports within the time period specified by the School Board may include, but not be limited to, withholding payment from the contractor and/or collecting liquidated damages.
- 6.1.1 Contractors are required to submit **Form E, Documentation of All Contract Payments** with each periodic and final pay requests.
- 6.1.2 Within **seven (7) days** of receipt by the prime contractor of each periodic or final payment, the prime contractor shall pay the subcontractor based on work completed or service provided under the subcontract. If any periodic or final payment to the subcontractor is delayed by more than seven days after receipt of the periodic or final payment by the prime contractor, the prime contractor shall pay the subcontractor interest, beginning on the eighth day, at the rate of one percent (1%) per month or fraction thereof on such unpaid balance as may be due.

Section 7.0: Violations and Remedies

- 7.1 Contractors and M/WBEs shall report any alleged M/WBE Program violations or unfair practices involving the M/WBE Program to the School Board or its designee within **five (5) Business Days** after the contractor or M/WBE first became aware of the act or omission in question. The School Board or its designee may reject as untimely any report submitted after such time. The School Board or its designee shall not accept reports of violations or unfair practices that are submitted more than 30 calendar days after the M/WBE first became aware of the act or omission in question.
- 7.2 Violation of the M/WBE Program by a contractor shall constitute a material breach of the contract, and shall entitle the School Board to exercise all rights and remedies that it may have at law or at equity for violation of the contract;
- 7.2.1 Terminate the contract for default;
- 7.2.2 Suspend the contract for default;
- 7.2.3 Withhold all payments due to the contractor under the contract until such violation has been fully cured or the School Board and the contractor have reached a mutually agreeable resolution;
- 7.2.4 Assess liquidated damages as provided in subsection 7.3; and/or
- 7.2.5 Offset any liquidated damages and/or any amounts necessary to cure any violation of the M/WBE Program from any retainage being held by the School Board on the contract, or from any other amounts due to the contractor under the contract. The remedies set forth herein shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other available remedy.

7.3 **Liquidated Damages.** In entering into a contract that is subject to the M/WBE Program, the contractor agrees to the following:

The School Board and the contractor acknowledge and agree that the School Board will incur damages if the contractor violates the M/WBE Program in one or more of the ways set forth below, including but not limited to loss of goodwill, detrimental impact on economic development and diversion of internal staff resources. The parties further acknowledge and agree that the damages the School Board might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the contractor agrees to pay the liquidated damages assessed by the School Board at the rates set forth below for each specified violation of the M/WBE Program.

The contractor further agrees that for each specified violation the agreed upon liquidated damages are reasonably proximate to the loss the School Board will incur as a result of such violation:

- 7.3.1 **Failure to Meet M/WBE Commitment.** If the School Board determines upon completion or termination of a contract that the contractor did not meet the committed M/WBE commitment and that such failure is not otherwise excused under Section 6.0, the School Board may assess the lesser of: (a) \$30,000 or (b) the dollar difference between the committed M/WBE Goal and the contractor's actual M/WBE utilization;
- 7.3.2 **Using M/WBE as a Conduit.** If the contractor lists an M/WBE to receive credit toward a committed M/WBE goal with knowledge that the M/WBE will be acting as a conduit or will not be performing a commercially useful function reasonably commensurate with the payment amount for which the contractor will be seeking credit, the School Board may assess the lesser of: (a) \$20,000 or (b) the dollar amount the contractor indicated that it would pay such M/WBE in the M/WBEs contract (or if no contract has been signed, the M/WBE's Letter of Intent);
- 7.3.3 **Wrongful Termination or Replacement of M/WBE Services.** If the contractor terminates or replaces an M/WBE in violation of the M/WBE Program, the School Board may assess the lesser of: (a) \$20,000 or (b) the dollar amount of the work remaining to be performed by the terminated M/WBE at the time it was terminated (or if the M/WBE was not terminated because it was never retained, then, the dollar amount that the Contractor indicated it would pay the M/WBE in the M/WBE's letter of intent);
- 7.3.4 **Failure to Comply with M/WBE Program Following Termination or Withdrawal by M/WBE.** If the contractor fails to comply with the Good Faith Efforts requirements in replacing an M/WBE that is terminated or withdraws from work on a contract, the School Board may assess the lesser of: (a) \$20,000 or (b) the dollar amount of the work remaining to be performed by the M/WBE that withdrew or was terminated at the time of the termination or withdrawal;
- 7.3.5 **Failure to Comply with M/WBE Program to Add New Subcontractors.** If the contractor fails to comply with Good Faith Efforts when required in adding new subcontractors to a contract, or when the scope of work of a contract changes so as to create a new M/WBE subcontracting opportunity, or on a contract renewal, the School Board may assess the lesser of: (a) \$20,000; or (b) the dollar amount of the new or additional work;
- 7.3.6 **False Statements and Misrepresentations.** If the contractor makes a false statement, material misrepresentation or material misleading omission regarding any matter relevant to the M/WBE Program (including but not limited to information relating to good faith efforts, M/WBE utilization, M/WBE certification or payments to M/WBEs), the School Board may assess the lesser of: (a) \$25,000;

or (b) if the misrepresentation relates to payment, the dollar difference between what the Contractor represented and the truth;

7.3.7 **Failure to Respond to Request for Information.** If the contractor fails to provide any report, documentation, affidavit, certification or written submission required under the M/WBE Program within the time period set forth therein, the School Board may assess \$25 per day for each day that such report, documentation or written submission is overdue.

7.4 Arbitration. In responding to a bid or entering into a contract that is subject to the M/WBE Program, the contractor agrees to the following:

Any claim or dispute by a contractor against the PPS or School Board, or against any agent, employee, successor, or assign of the PPS or School Board, whether related to a bid, this policy, contract, or otherwise, and any claim or dispute related to a bid, contract, or the relationship or duties contemplated under this policy, including the validity of this arbitration clause, shall be resolved by binding arbitration by the American Arbitration under the Arbitration Rules then in effect. The location of any arbitration hearing shall be in the City of Portsmouth, Virginia. Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction. Information may be obtained and claims may be filed at any office of the American Arbitration Association or at Corporate Headquarters, 335 Madison Avenue, Floor 10, New York, New York 10017-4605. This agreement shall be interpreted under the Federal Arbitration Act.

Adopted: January 17, 2013
Revised: December 18, 2014
Revised: December 9, 2015

**PORTSMOUTH PUBLIC SCHOOLS
M/WBE PROGRAM POLICY
DOCUMENTATION OVERVIEW**

Form	Submission Requirements	Required Form
<p>M/WBE Utilization Commitment Lists the total dollar amount of such participation by M/WBE subcontractors and suppliers the Vendor will use on the project.</p>	Due with bid/proposal	Form A
<p>Listing of Good Faith Efforts (GFE) Indicates the actions you undertook to recruit and solicit minority vendors, subcontractors, vendors, or suppliers for this project and/or other aspects of the company's business.</p>	Due with bid/proposal if goal is not met (if subcontracting or purchasing supplies/materials)	Form B and Form A
<p>Statement of Intent to Perform Contract with Own Workforce Indicates that the vendor does not customarily subcontract elements of this type project, normally performs all elements of work on this project with his/her own current work force AND will not purchase any materials or supplies in the performance of the contract.</p>	Due with bid/proposal (self-performing and not purchasing supplies/materials).	Form C
<p>Letter of Intent to Perform as a Subcontractor or Subconsultant Identifies minority participation will be used on the project. Form D is signed by the M/WBE</p>	Within three (3) business days after notification of being the apparent low bidder. Must match firms listed on Form A.	Form D
<p>Documentation for All Payments to Subcontractors, Suppliers, and Service Providers Contractor shall provide with each pay request to the School Board all payments to contractors, subcontractors, supplies and service providers.</p>	Must submit with each pay request and final payment.	Form E
<p>Subcontracting Opportunities Vendors provide a list of the areas in which the vendor sought subcontractors and vendors.</p>	Due with GFE documentation when requested.	Form F
<p>Justification for Utilizing a Cooperative Contract Form</p>	PPS Administration action.	Form G

PORTSMOUTH PUBLIC SCHOOLS
 FORM B – LISTING OF THE GOOD FAITH EFFORTS
Attach FORM B to the Bid/Proposal if goal is not attained

Affidavit of _____
 (Name of Vendor)

I have made a good faith effort to comply under the following areas checked. Vendor must earn at least 50 points from the Good Faith Efforts list for their bid to be considered responsive.

1	1 – Notification of Subcontracting Opportunities (10 Points) vendor must provide to the School Board or their designee a list of the areas in which the bidder sought subcontractors and suppliers.
2	2 – M/WBE Contact (10 pts) Contacted M/WBE businesses that reasonably could have been expected to submit a quote, for the areas the vendor intends to subcontract or purchase supplies at least ten (10) days before the solicitation response due date and notified them of the nature and scope of the work to be performed.
3	3 - Making Project Documents Available (10 pts) Made the construction plans, specifications, and requirements available for review by prospective M/WBE businesses, or providing these documents to them at least ten (10) days before the bids are due.
4	4 – Breaking Down Work (15 pts) Broken down or combined elements of work into economically feasible units to facilitate M/WBE participation.
5	5 – Working with M/WBE Assistance Organizations (10 pts) Worked with minority and women trade, community, or contractor organizations identified by the School Board and included in the bid documents that provide assistance in recruitment of minority businesses.
6	6 – Attend or Host Pre-Bid Meeting (10 pts) Attended pre-bid meetings scheduled by the School Board or conduct a pre-bid meeting for M/WBE within five (5) days of the bid opening.
7	7 – Bonding or Insurance Assistance (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors or subconsultants.
8	8 – Negotiate in Good Faith (15 pts) Negotiated in good faith with interested M/WBE businesses and did not Reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing. Provide the names of the M/WBE businesses and Email addresses.
9	9 - Financial Assistance (25 pts) Provided assistance to an otherwise qualified M/WBE business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted M/WBE businesses in obtaining the same unit pricing with the bidder's suppliers in order to help the M/WBE businesses in establishing credit.
10	10 – Joint Ventures (20 pts) Negotiated joint venture and partnership arrangements with M/WBEs in order to increase opportunities for M/WBE participation when possible.
11	11 – Quick Pay Agreements (20 pts) Provided quick pay agreements and policies to enable M/WBE to meet cash-flow demands.
12	12 – M/WBE Participation on Non-PPS Contracts (15 pts) The Bidder must document that during the eighteen (18) month period before Bid Opening, the Bidder paid M/WBEs on non-School Board contracts.

In accordance with Policy the undersigned will enter into a formal agreement with the firms listed on the Minority, and Women, Business Utilization Commitment schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the Minority, and Women Business Enterprise commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____

Name of Authorized Officer: _____

Signature: _____

Title: _____

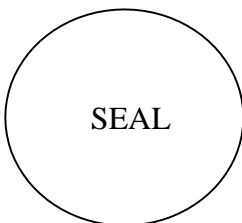
State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public

My commission expires _____

December 2015



PORTSMOUTH PUBLIC SCHOOLS
FORM C
STATEMENT OF INTENT TO PERFORM WORK WITHOUT SUBCONTRACTING

Attach this form to the Bid/Proposal

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the
_____ contract.
(Name of Project)

In making this certification, the Bidder/Offeror states that the Bidder/Offeror does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder/Offeror shall provide documentation related to past projects in which their company has provided similar services utilizing its own workforce over the past three (3) years. Please provide the name of the companies and the email addresses. This information is being requested in support of the above statement to validate the capabilities of completing such work without use of any subcontractors. Also, list contract experiences with certified M/WBE businesses in other aspects of your company's business, their name and contact information, status as to whether they are woman or minority owned, what work/services were performed and the amount paid of the contract and/or the services and goods provided.

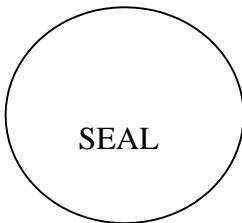
The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____

Name of Authorized Officer:

Signature: _____

Title: _____



State of _____, *County of* _____

Subscribed and sworn to before me this _____ *day of* _____ *20* _____

Notary Public

My commission expires _____

December 2015

PORTSMOUTH PUBLIC SCHOOLS
FORM D - LETTER OF INTENT TO
PERFORM AS A SUBCONTRACTOR OR SUBCONSULTANT
(*PROVIDE MATERIALS OR & SERVICES*)

Project Name: _____ Project/Bid # _____

Name of Prime Bidder/Proposer: _____

Address: _____
Street City State Zip Code

Telephone: _____ Fax: _____ Email: _____

Name of Certified Vendor: _____

The undersigned intends to perform work in connection with the above project as

_____ Minority Business Enterprise _____ Women's Business Enterprise

The M/WBE status of the undersigned is/is not certified by the Commonwealth of Virginia's Department of Minority Business Enterprise (DMBE) Our SWAM certification number is _____.

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials or services to be performed or provided):

Description of work to be performed by certified vendor:

Subcontracting at any tier must be reported and is subject to all M/WBE compliance requirements. This form shall be used for M/WBE subcontracting at any level.

Date: _____

(Name & Phone No. of M/WBE Company)

(Title of Authorized Officer)

(Signature)

Email Address: _____

**THE PRIME CONTRACTOR OR ARCHITECT MUST GET THIS FORM
COMPLETED BY THE SUBCONTRACTORS/SUPPLIERS**

December 2015

**PORTSMOUTH PUBLIC SCHOOLS
FORM E - DOCUMENTATION FOR ALL PAYMENTS TO
SUBCONTRACTORS, SUPPLIERS, AND SERVICE PROVIDERS**

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

Current Requested Payment Amount: _____

The following is a list of payments to be made to all contractors/suppliers & other providers on this project for the above-mentioned period.

Firm Name and Address	*M/WBE Category	Amount to be Paid form this pay Request	Total Payments to date	Total Amount Committed

*M/W/SBE categories: African American (**B**), Asian American (**A**), Hispanic (**H**), Native American (**N**), Woman (**W**)

Date: _____ Approved/Certified By: _____

Name

_____ Title _____

_____ Signature _____

****THIS DOCUMENT MUST BE SUBMITTED WITH EACH PAY REQUEST & FINAL PAYMENT****

This form may be reproduced.
December 2015

