

APPENDIX A: PROPOSAL FORMS

FORM 1: PROPOSER INFORMATION & ACKNOWLEDGEMENTS

PROPOSER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Doing-Business-As Name of Proposer:

Principal Office Address:

Telephone Number:

Fax Number:

Form of Business Entity [check one ("X")]

Corporation _____

Partnership _____

Individual _____

Joint Venture _____

Other (describe): _____

Corporation Statement

If a corporation, answer the following:

Date of incorporation: _____

Location of incorporation: _____

The corporation is held: Publicly ___ Privately ___

Names and titles of corporate officers:

Partnership Statement

If a partnership, answer the following:

Date of organization: _____
Location of organization: _____
The partnership is: General ___ Limited ___

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____
Location of organization: _____
JV Agreement recorded? Yes ___ No ___

Name, address of each Joint Venturer and percent of ownership of each:

SWDA EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a SWDA employee, or if a member of your household is a SWDA employee or public official, or if your business associates with a SWDA employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

SWDA Employee Yes _____ No _____
If "Yes," Department _____

Member of Household SWDA Employee Yes _____ No _____
If "Yes," Name (s) _____

Anyone associated with your

company a SWDA Employee
If "Yes," Name (s)

Yes _____ No _____

CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as "the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all contracts with the SWDA. As a condition for the award of a contract and as a term and condition of the contract with the SWDA, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all SWDA contracts and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

SIGNATURE FOR PROPOSER INFORMATION & ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the SWDA General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this RFP. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the RFP supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of the firm named below I do hereby certify and represent that this business is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Upon award of this proposal, I will not substitute any item on this proposal under any circumstances.

Signature of Proposer

Legal Name of Firm

Print or Type Name of Proposer

Mailing Address

Date

City State Zip Code

Phone Fax

Email Address

Website Address

FORM 2: PROPOSER EXPERIENCE, PLAN, AND FINANCIAL INFORMATION

SECTION I EXPERIENCE QUESTIONNAIRE

1. Provide three (3) references of similar projects your organization has provided service in the last three (3) years.

Contract Name	Type of Work and Contract Amount	Contact Address	Contact Name & Phone Number

2. What similar projects or services are now in process by your organization?

3. Have you ever failed to complete any work awarded to your company? _____ If so, where and why?

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Proposer shall provide details of the Cart assembly and delivery work plan and methodology, indicating at a minimum:
 - a. How Carts are distributed to individual households including vehicle information;
 - b. Number of total distribution crews and the size of each distribution group;
 - c. How many Carts delivered per day;
 - d. Days required to complete the distribution; and
 - e. Responding to missed delivery reports.

2. Proposer must describe their experience with distribution of carts with RFID tags using scanners to input cart information during cart door-to-door distribution.

3. Proposer shall outline the contingency plan in case of delays, including delays due to weather, manpower, or other foreseen or unforeseen circumstances. Contingency plans must address both cart manufacturing and supply, and cart assembly and door-to-door delivery.

4. Proposer shall outline the proposed preliminary project implementation schedule including major milestones and deliverables. It should include, but not be limited to such items as working design, prototype build, cart manufacturing, cart assembly and delivery of carts and educational materials to specified.

5. Proposer shall describe their proposed delivery schedule, clearly indicating when the carts will be delivered to meet target delivery date of July 1, 2019 through July 31, 2019. Please state whether the timeline set out by the SWDA can be achieved; if not, to what extent.

6. Proposer's shall indicate the latest date that the cart order is required to meet the target delivery dates of July 1, 2019 through July 31, 2019.

7. If you intend to sublet any portion of the work, state the name and address of each Subcontractor, equipment to be used by the Subcontractor, and whether you expect to require a bond. However, if you are unable to currently provide a listing, please understand, a listing must be provided prior to contract approval.

8. Please identify any exceptions to the terms of this RFP.

9. Please provide information on what makes the contractor innovative. Describe your competitive advantage and/or other additional services the Contractor can provide that would assist or be of benefit to the SWDA.

SECTION III CONTRACTOR'S FINANCIAL STABILITY

The Proposer must include a copy of a financial report or annual report and a statement that reflects the financial stability of the Proposer entity. The Proposer must include information on any prior or current bankruptcy proceedings or serious financial difficulties, a summary of any litigation filed against the Proposer in the past five (5) years relating to defaults on financial obligations, contract defaults or breaches, contract terminations, suspensions, or failure to perform, and a summary of any litigation filed by or against the Proposer in the past five (5) years in which a local, state or federal governmental entity is a party.

SIGNATURE FOR PROPOSER EXPERIENCE, PLAN, AND FINANCIAL INFORMATION

I hereby certify that, to the best of my knowledge and belief, the above tabulations are true and complete and that my/our latest financial statement on file with the Commission continues to represent fairly and substantially my/our financial position as of this date.

_____ (PROPOSER)

_____ (SUB-CONTRACTOR)

Date

By _____
Signature

Title

FORM 3: PROPOSER PRICING SHEET

PROPOSED PRICING

Item #	Quantity	Description	Truckload Delivered Unit Price	Assembly and Delivery Unit Price
1	50,000	95/96 Gallon Cart with incorporated RFID hardware	\$ _____	\$ _____
2	75,000	95/96 Gallon Cart with incorporated RFID hardware	\$ _____	\$ _____
3	100,000	95/96 Gallon Cart with incorporated RFID hardware	\$ _____	\$ _____
4	115,000	95/96 Gallon Cart with incorporated RFID hardware	\$ _____	\$ _____
5	TBD	64/65 Gallon Cart with incorporated RFID hardware	\$ _____*	
6	TBD	35 Gallon Cart with incorporated RFID hardware	\$ _____*	

* Ordered as needed. Will be included with truckload delivered to complete a full load.

If not included above, Price to collect the 18-gallon recycling bins residents are currently using: \$ _____ per bin

Price to recycle the 18-gallon recycling bins residents are currently using, including transportation from a location determined by the SWDA: \$ _____ per pound

PROPOSED CART

Make: _____

Model: _____

Delivery Lead Time _____

Show weight of fully assembled cart: _____

Show recycle content of cart: _____

Show pounds of resin used to per 95/96 gallon cart: _____

Show nominal wall thickness: _____

Show cart dimensions height width depth: _____

Show load rating of container: _____

Show number of 95/96 gallon carts that fit in a truck load for shipping: _____

Show discount, if any, on additional carts to fill a partial truck load: _____

Please submit a Materials Safety Data Sheet (MSDS) or Safety Data Sheet (SDS) for the materials used in the manufacturing of proposed cart.

The manufacturer of the cart must submit the name, contact name and telephone number for each entity with which it has had a legal or administrative settlement of warranty, cart failure claims or contract performance within

the last five (5) years including ongoing negotiations of settlement. Include a brief summary of the settlement or indicate if a "gag order" was imposed, and by whom it was ordered. This information must be provided on a separate page entitled "Legal or Administrative Settlements."

QUICK PAY DISCOUNT

If you provide a discount for quick payment, please state the discount and terms: ____%, ____ days

ADDITIONAL OPTIONAL EQUIPMENT

The following list represents the additional equipment options that may be ordered under this contract. Proposer shall furnish with their proposal, the price to be added/deducted/included from the base price for each of the following options:

- 1) Set up charges, hot-stamp \$_____ per design
- 3) Set up charges, in-mold \$_____ per design
- 5) Hot-stamping cart sides with logo \$_____ per cart
- 6) Hot-stamping lid \$_____ per cart
- 7) In-mold lid label, 2 color \$_____ per cart and size _____
- 8) In-mold lid label, 3 color \$_____ per cart and size _____
- 9) In-mold lid label, 4 color \$_____ per cart and size _____

OPTIONAL SERVICE - RFID TAG READER DEVICE AND RFID SOFTWARE

- Asset Management Database Software and Support, all-inclusive price per year for up to 25 users \$_____
- Asset Management Database Software and Support, all-inclusive price per year for each additional user \$_____
- Asset Management Technical Support outside the hours of 7:00 AM to 6:00 PM EST, Monday through Friday \$_____per_____*

*Clearly identify flat rate per call or minute/hour, as required (i.e., \$2.00 per call)

- Asset Management Hand-held Bar Code Scanner, all-inclusive (with accessories) LEASE price per year, per unit \$_____

- Asset Management Hand-held Bar Code Scanner, all-inclusive (with accessories) SALE price per unit \$_____*

*Ensure to include warranty terms and all applicable fees to include: updates, support, maintenance, extended warranty, etc.

- Asset Management Hand-held RFID Scanner, all-inclusive (with accessories) LEASE price per year, per unit \$_____

- Asset Management Hand-held RFID Scanner, all-inclusive (with accessories) SALE price per unit \$_____*

*Ensure to include warranty terms and all applicable fees to include: updates, support, maintenance, extended warranty, etc.

Note: If Bar Code Scanner and RFID Scanner are the same device, clearly state so and list the price in the same manner as above.

OPTIONAL SERVICE – ON-GOING RECYCLE CART DELIVERY AND MAINTENANCE SERVICES

Prices proposed are to be firm for the initial Contract year of the On-going Recycle Cart Deliver and Maintenance Services. Fees will be adjusted each year under the Contract. Prices shall be all inclusive; therefore, include all labor, material, tools, equipment, transportation, fuel, supervision, disposal fees, incidentals and any other items required for provision of the complete scope of services. Parts will be purchased by SWDA.

Service	Unit	Price
Delivery of New Cart to Qualifying Units	Each cart	
Refurbishing and washing of carts retrieved from Residents and returned to inventory	Each cart	
Disposal/recycling of unrepairable carts	Each cart	
Wheel Replacement	Each cart	
Lid Replacement	Each cart	

SIGNATURE FOR PROPOSER PRICING SHEET

The undersigned proposer, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

Authorized Signature

Title Date

FORM 4: ACKNOWLEDGMENT OF ADDENDA FORM

Addenda

Proposer's Acknowledgment of Receipt

Addendum 1

Addendum 2 (if applicable)

Addendum 3 (if applicable)

Addendum 4 (if applicable)

Addendum 5 (if applicable)

FORM 5: AFFIRMATIVE ACTION REQUIREMENTS FORM

If your company has less than 50 employees, then you do not need to maintain a written affirmative action plan regardless of federal contracting status. If your company has less than 50 employees, please fill out top of form with name of company, address, city, zip code, email address, phone #, and fax #; Item #3 – Current number of employees; and sign the form at the bottom.

NAME OF COMPANY _____

ADDRESS _____ CITY, ZIP CODE _____

E-MAIL ADDRESS _____ PHONE # _____

FAX # _____

Identify by title and name the highest official within the facility who has the overall responsibility for the implementation of the Equal Employment Opportunity and Affirmative Action Program.

Name: (please print)

Title:

Date:

Signature:

1. Does your firm have a written Affirmative Action Program? Yes No
- A. If so, and it contains answers to the questions asked in this program, attach a copy and sign the Written Statement of Company Policy.
- B. If not, do you accept the following program in meeting the requirements of the SWDA?
Yes No

PLEASE KEEP IN MIND THAT FAILURE TO COMPLETE ALL SECTIONS OF THIS DOCUMENT WILL RESULT IN YOUR PROGRAM BEING REJECTED.

2. Will your firm make every effort to increase employment of minorities at all levels of its workforce with particular emphasis to categories where few, if any, minority people are employed?
Yes No
3. Current number of employees _____

Number of employees in August, 2019 _____

4. If total minority employment is less than 20% give reasons why. (Do not include Females when you figure minority employment percentages.)

5. List minority recruitment sources below:

Agency	Contact Person	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Does this company anticipate an increase in employment this year? ___Yes ___No

Approximately how many? _____

7. What specific goals can you achieve for the employment of minorities in the following labor classifications during 2019:

A. Officials and Managers	_____	%
B. Professionals	_____	%
C. Technicians	_____	%
D. Sales	_____	%
E. Office and Clerical	_____	%
F. Skilled Craftsman	_____	%
G. Other	_____	%

8. WRITTEN STATEMENT OF COMPANY POLICY

It is the policy of _____ that Equal Employment Opportunity be afforded to all qualified persons without regard to race, sex, religion, color, national origin, disability, age or veteran status.

In support of this policy, _____ will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin, sex, age, disability or veteran status.

_____ will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex,

national origin, disability, age or veteran status. Such action will include but not be limited to: Recruitment, advertising or solicitation for employment hiring, placement, upgrading transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

Name of Company or Firm

Date

Signature of Highest Company Official

Name and Title of Signer

APPENDIX B: INSURANCE REQUIREMENTS

1. INSURANCE REQUIREMENTS

The Contractor shall carry insurance of the following kinds and amounts (exceptions are noted) in addition to any other forms of insurance or bonds required under the terms of the proposal specifications. The Contractor shall procure and maintain for the duration of the Contract or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this agreement by the Contractor, his agents, representatives, employees or Subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability and Excess Commercial General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after SWDA approval.

Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

2. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

3. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by an employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. Subrogation shall be waived as respects Workers' Compensation.

4. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

5. Other Liability Insurance:

Products Liability Insurance
Completed Operations Liability Insurance
Umbrella Insurance

B. LIMITS OF INSURANCE:

1. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$2,000,000 General Aggregate Limit
\$2,000,000 Products - Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury
\$1,000,000 Each Occurrence

2. Automobile Liability:

\$2,000,000 Combined Single Limit per accident for bodily injury and property damage
\$50,000 Uninsured Motorist

3. Workers' Compensation:

As Required by the State of Alabama Statute. If statutory exemption to this coverage is asserted, an explanation shall be attached to the Proposer's Certificate of Liability Insurance.

4. Employers Liability:

\$500,000 Bodily Injury by Accident or Disease
\$500,000 Policy Limit by Disease

5. Other Liability Insurance:

Products Liability Insurance
\$1,000,000 Each Occurrence

Completed Operations Liability Insurance
\$1,000,000 Each Occurrence

Umbrella Insurance
\$5,000,000 Each Occurrence

C. OTHER INSURANCE PROVISIONS:

The SWDA is hereby authorized to adjust the insurance requirements set forth in this document in the event it is determined that such adjustment is in the SWDA's best interest. If the insurance requirements are not adjusted by the SWDA prior to the SWDA's release of RFP specifications, then the limits stated herein shall apply.

1. General Liability and Automobile Liability Coverages Only:

a. The Contractor's insurance coverage shall be primary insurance as respect to the SWDA, its officers, employees, agents, and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the SWDA, its officers, officials, employees, agents or specified volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

b. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

a. The deductible affecting required insurance coverage shall be acceptable to the SWDA.

b. Contractors are responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the SWDA. Cancellation of coverage for non-payment of premium will require ten (10) days' written notice to the SWDA.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the SWDA, its officers, employees, agents or specified volunteers.

d. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and the retroactive date.

e. The SWDA shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modifications of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either party or the underwriter on any such policies.

f. The certificate(s) of insurance must show the SWDA as an additional insured and a certificate holder, and include 30 days' advance notification to the SWDA of cancellation or non-renewal. All certificates of insurance shall be sent to the following address:

SWDA

MAILING: P.O. Box 2619, Huntsville AL 35804-2619

g. Failure on the part of the Contractor to comply with the insurance requirements shall not relieve him/her of the liability under such requirements. For purpose of this Contract, the Contractor shall cause the SWDA to become a named insured on any and all such policies of insurance referred to herein, as the SWDA's interest may appear. In addition, the insurance shall have an amendment to policy indicating that even though the SWDA is named as an additional insured, it shall not preclude recovery for damages to any SWDA property. The Contractor shall furnish to the SWDA, prior to thirty (30) days of the beginning of the Contract, certificates of insurance evidencing all the foregoing insurance requirements, as applicable. Failure to do so is cause for termination of the Contract.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than B+ V. The carrier for General Liability and Auto Liability needs to be at least A+ rating admitted carrier. SWDA would prefer the same carrier for both General Liability and Auto Liability.

E. VERIFICATION OF COVERAGE:

The SWDA shall be indicated as a Certificate Holder and the Contractor shall furnish the SWDA with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the SWDA before Award Notification is issued by the SWDA. The SWDA reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS WORKING FOR THE CONTRACTOR:

The Contractor shall include all Subcontractors as insured under its policies or shall furnish separate certificates and/or endorsements for each Subcontractor. Subcontractors working for the Contractor shall be required to carry insurance.

APPENDIX C: SPECIAL TERMS & CONDITIONS

SUBCONTRACTING PLAN TEMPLATE

This plan follows the format for addressing the fifteen elements as shown at Federal Acquisition Regulation (FAR) 52.219-9(d) (JAN 2017). Failure to provide an acceptable plan as prescribed by subcontracting officer will render the offeror ineligible for subcontract award.

Subcontract or Solicitation Number:
 Subcontractor Name:
 Subcontractor Address:
 Approximate Value of Subcontract
 (include all priced options):
 Subcontract Period of Performance
 (include option periods if applicable):

() Individual Subcontracting Plan () Master Subcontracting Plan () Commercial Plan

(1) GOALS

State goals as a percentage of total planned subcontracting dollars (required) and as a percentage of total subcontract dollars (optional, per the subcontracting officer) that will go to all Small Business (SB) concerns, Small Disadvantaged Business (SDB) concerns, Woman-Owned SB (WOSB) concerns, Historically Underutilized Business Zone (HUBZone) SB concerns, Veteran-Owned SB (VOSB) concerns, and Service-Disabled Veteran-Owned SB (SDVOSB) concerns. **Stated subcontracting plan goals must meet or exceed those goals negotiated by SWDA with DoD.** Subcontracts awarded to an Alaska Native Corporation (ANC) or Indian tribe must be counted towards the subcontracting goals for SB and SDB concerns, regardless of the size or Small Business Administration (SBA) certification status of the ANC or Indian tribe.)

____Subcontractor Name_____ Negotiated Subcontracting Goals for the period of this contract in accordance with Solid Waste Disposal Authority of the City of Huntsville Contract No. _____

Small Business Categories (%)	FY 2019
Small Business (%)	6.0%
Small Disadvantaged Business (%)	1.7%
Women-Owned Small Business (%)	1.1%
HUBZone Small Business (%)	0.9%
Veteran-Owned Small Business (%)	0.3%
Service-Disabled Veteran-Owned Small Business (%)	0.2%

Goal Table (modify for the appropriate number of years/terms)

Base Subcontract Period:

Approximate Subcontract Period Value: \$ <insert value>

Total Value of all planned subcontracting: \$ <insert value>

Base Subcontract Period	(%) Total Planned Subcontracting dollars	(%) Total Subcontract Dollars <i>(If required by SP)</i>	Notes
a. SB:	%	%	(Includes HUBZone SB, SDB, WOSB, VOSB, SDVOSB, ANCs, and Indian tribes when applicable.)
b. SDB:	%	%	(Includes ANCs and Indian tribes when applicable.)
c. WOSB:	%	%	
d. HUBZone:	%	%	
e. VOSB:	%	%	
f. SDVOSB:	%	%	

(2) STATEMENT OF DOLLARS

The following dollar values correspond to the percentage goals in (1).

Base Subcontract Period (Dollar value):

- Total planned subcontracting dollars: \$
- a. Dollars planned to be subcontracted to SB (includes HUBZone SB, SDB, WOSB, VOSB, SDVOSB,): \$
- b. Dollars planned to be subcontracted to SDB (includes ANCs and Indian tribes): \$
- c. Dollars planned to be subcontracted to WOSB: \$
- d. Dollars planned to be subcontracted to HUBZone SB: \$
- e. Dollars planned to be subcontracted to VOSB: \$
- f. Dollars planned to be subcontracted to SDVOSB: \$

(3) DESCRIPTION OF PRINCIPAL TYPES OF SUPPLIES AND SERVICES TO BE SUBCONTRACTED AND TYPES OF BUSINESSES SUPPLYING THEM [FAR 52-219-9(d)(3)] (Check all that apply)

PRINCIPAL SUPPLY/SERVICE	SB	SDB	WOSB	HUBZone	VOSB	SDVOSB

(4) METHOD USED TO DEVELOP GOALS [FAR 52-219-9(d)(4)]

Explain how you arrived at your percentage goals and dollars for subcontracting to SB, SDB, WOSB, HUBZone SB, VOSB, and SDVOSB:

(5) METHOD USED TO IDENTIFY POTENTIAL SUBCONTRACTING SOURCES [FAR 52-219-9(d)(5)] (Check all that apply)

- Company Source Lists
- System for Award Management (SAM) database
- SBA’s Dynamic Small Business Search (DSBS)
- Veteran Service Organizations
- National Minority Purchasing Council Vendor Information Service
- U.S. Department of Commerce Minority Business Development Agency’s Research and Information Division
- SB, HUBZone SB, SDB, and WOSB Trade Associations
- SBA’s Lists of Certified SDB and HSB Concerns
- SB and Minority Business trade fairs or conferences
- Other: Explain –

(6) INDIRECT COSTS [FAR 52-219-9(d)(6)] (Check which applies.)

- Indirect costs **have not** been included in establishing subcontracting goals.
- Indirect costs **have** been included in establishing subcontracting goals.

If included, describe how you determine the proportionate share of indirect costs incurred with:

SB (Including ANCs and Indian tribes):

SDB (Including ANCs and Indian tribes):

WOSB:

HUBZone SB:

VOSB:

SDVOSB:

(7) ADMINISTRATION OF SUBCONTRACTING PROGRAM [FAR 52-219-9(d)(7)]

The following individuals employed by the offeror will administer this subcontracting plan:

Primary Point of Contact:

Name:
Email Address:
Telephone:
Title:
Description of Duties:

Secondary Point of Contact (Manager/Lead):

Name:
Email Address:
Telephone:
Title:
Description of Duties:

The above individuals have the responsibility for _____ subcontracting program, including developing, preparing, and executing subcontracting plans and monitoring performance relative to this particular plan. Program Administrator duties:

- Complying with Small Business Act (Public Law 99-661, Section 1207 and Public Law 100-180)
- Conducting market research to identify and qualify small businesses
- Providing opportunities for small business concerns to compete for subcontracts.
- Ensuring FAR 52.219-8 is included in subcontracts to large businesses
- Reviewing first-tier subcontractor small business plan goals versus performance
- Providing the following for Small; HUBZone; Small Disadvantaged; Woman-Owned; Veteran-Owned; and Service-Disabled, Veteran-Owned Small Business concerns:
 - Developing and promoting our company's policy statements that demonstrate support for awarding contracts and subcontracts to them

- Developing and maintaining bidders' lists
- Assuring that they are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing
- Ensuring that subcontract procurement packages are designed to permit their maximum possible participation
- Reviewing subcontract solicitations to remove statements, clauses, etc., that might restrict or prohibit their participation
- Ensuring that the subcontract bid selection process documents reasons for not selecting any low bids submitted by them
- Directly or indirectly counseling them on subcontracting opportunities and how to prepare bids to *(insert company name)*
- Providing notice to subcontractors concerning penalties for misrepresenting their business status to obtain a subcontract that is to be included as part or all of goal contained in the contractor's subcontracting plan.
- Ensuring periodic rotation of potential subcontractors on bidder's lists
- Overseeing the establishment and maintenance of contract and subcontract award records
- Attending or arranging for the attendance of Administrators at business opportunity workshops, minority business enterprise seminars, trade fairs, etc.
- Verifying the status of small business concerns in the SAM
- Conducting or arranging training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act on purchasing procedures
- Developing and maintaining an incentive program for buyers that support the subcontracting program
- Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals
- Coordinating the company's activities during compliance reviews
- Preparing and submitting timely reports in accordance with FAR 52.219-9(d)(10)
- Retaining records in accordance with FAR 52.219-9(d)(11).

(8) EQUITABLE OPPORTUNITY TO COMPETE

Describe your efforts to ensure that SB, SDB, WOSB, HUBZone SB, VOSB, and SDVOSB will have an equitable opportunity to compete for subcontracts. Examples of these efforts include, but are not limited to, the following activities:

Outreach Efforts to Obtain Sources:

- *Contacting minority and small business service and trade associations*
- *Contacting business development organizations*
- *Attending small and minority business procurement conferences and trade fairs*
- *Using SAM database to research sources*
- *Other: Explain -*

Internal Efforts to Guide and Encourage Purchasing Personnel:

- *Presenting workshops, seminars, and training programs*

- *Establishing, maintaining, and using SB, VOSB, SDVOSB, HUBZone SB, SDB, and WOSB source lists, guides, and other data for soliciting subcontracts*
- *Other: Explain -*

(9) INCLUSION OF FAR CLAUSE 52.219-8, "UTILIZATION OF SMALL BUSINESS CONCERNS," IN SUBCONTRACTS

Place a check by each statement as assurance that the following will be done (Proposed subcontracting plans with unchecked boxes are considered unacceptable):

- I agree to include clause at FAR 52.219-8, "Utilization of Small Business Concerns," in all subcontracts that offer further subcontracting opportunities.
- I will require all subcontractors (except SB concerns) that receive subcontracts in excess of \$700,000 (\$1.5 million for construction) to adopt a subcontracting plan that complies with the clause at FAR 52.219-9, Small Business Subcontracting Plan.

(10) REQUIREMENT TO COOPERATE IN STUDIES AND SUBMISSION OF REPORTS

Place a check by each statement as assurance that the following will be done (**Proposed subcontracting plans with unchecked boxes are considered unacceptable**):

- (i) I agree to cooperate in any studies or surveys as may be required.
- (ii) I agree to submit periodic reports so the government can determine the extent of compliance with the subcontracting plan.
- (iii) I agree, after November 30, 2017, to include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity subcontracts intended for use by multiple agencies.
- (iv) I agree to:
- Submit the Individual Subcontract Report (ISR) and the Summary Subcontract Report (SSR), in accordance with paragraph I of the clause at FAR 52.219-9 using the Electronic Subcontracting Reporting System (eSRS) at esrs.gov. The reports shall provide information on subcontract awards to SB concerns (including ANCs and Indian tribes that are not SBs), SDB concerns (including ANCs and Indian tribes that have not been certified by SBA as SDBs), WOSB concerns, HUBZone SB concerns, VOSB concerns, SDVOSB concerns, HICUs, and MIs. Reporting will be in accordance with the clause at FAR 52.219-9, or as provided in agency regulations.
 - Submit the ISR semi-annually** during subcontract performance for the periods ending March 31 and September 30, and to submit a report within 30 days of subcontract completion. I shall submit the reports within 30 days after the close of each reporting period, unless otherwise directed by the subcontracting officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the subcontract or the previous reporting period. When the subcontracting officer rejects an ISR, I agree to submit a revised ISR within 30 days of receiving the notice of the ISR rejection.

- c. **Submit the SSR annually** by October 30 for the twelve-month period ending September 30. When an SSR is rejected, I agree to submit a revised SSR within 30 days of receiving the notice of SSR rejection.
- _____ (v) I agree to ensure that my subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS.
- _____ (vi) I agree to provide this prime contract number, its DUNS number, and the email address of our company official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs.
- _____ (vii) I agree to require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the email address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) DESCRIPTION OF TYPES OF RECORDS TO BE MAINTAINED (Check if in agreement. **Proposed subcontracting plans with unchecked boxes are considered unacceptable**):

- _____ I agree to maintain the following records to show compliance with this subcontracting plan:
 - a. Source lists, guides, and other data that identify SB, SDB, WOSB, HUBZone SB, VOSB, and SDVOSB concerns.
 - b. Records on organizations contacted to locate SB, SDB, WOSB, HUBZone SB, VOSB, and SDVOSB sources.
 - c. Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating:
 - 1) Whether SB concerns were solicited and, if not, why not
 - 2) Whether SDB concerns were solicited and, if not, why not
 - 3) Whether WOSB concerns were solicited and, if not, why not
 - 4) Whether HUBZone SB concerns were solicited and, if not, why not
 - 5) Whether VOSB concerns were solicited and, if not, why not
 - 6) Whether SDVOSB concerns were solicited and, if not, why not
 - 7) If applicable, the reason award was not made to a SB, SDB, WOSB, HUBZone SB, VOSB, and SDVOSB concerns
 - d. Records of outreach efforts to contact:
 - 1) Trade associations
 - 2) Business development organizations
 - 3) Conferences and trade fairs to locate SB, SDB, WOSB, HUBZone SB, VOSB, and SDVOSB sources
 - e. Records of internal guidance and encouragement provided to buyers through:
 - 1) Workshops, seminars, training, etc.
 - 2) Monitoring performance to evaluate compliance with the program's requirements.
 - f. On a subcontract-by-subcontract basis, records to support award data submitted to the government, including the name, address, and business size of each subcontractor (does not apply to commercial plans).

Describe other types of records that will be maintained as part of the subcontracting program/plan requirements and goals, if applicable:

(12-15) Other Assurances

- _____ (12) I agree to make a good faith effort [FAR 52-219-9(d)(12)] to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that I used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. The small business concerns used in preparing the bid or proposal include —
 - a. Any small business concern identified as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or
 - b. Any small business concerns whose pricing or cost information or technical expertise was used in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if I am awarded the subcontract.
- _____ (13) I agree to provide the subcontracting officer with a written explanation if I fail to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in the preceding statement of this section. I will submit this explanation to the subcontracting officer within 30 days of subcontract completion. [FAR 52-219-9(d)(13)]
- _____ (14) I agree to not prohibit a subcontractor from discussing with the subcontracting officer any material matter pertaining to payment to or utilization of a subcontractor. [FAR 52-219-9(d)(14)]
- _____ (15) I agree to pay my small business subcontractors on time and in accordance with the terms and conditions of the subcontract, and to notify the subcontracting officer if I pay a reduced or an untimely payment to a small business subcontractor. [FAR 52-219-9(d)(15)]

This subcontracting plan was prepared by:

Signature: _____

Printed Name:

Title:

Phone Number:

Email Address:

Date Prepared:

DEFINITIONS:

FAR: Subpart 19.7 – The Small Business Subcontracting Program: 19.701 Definitions:

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

“Individual subcontracting plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master subcontracting plan” means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

“Reduced payment” means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Government prime contractor or subcontractor calling for supplies and/or services required for performance of the contract, contract modification, or subcontract.

“Total contract dollars” means the final anticipated dollar value, including the dollar value of all options.

“Untimely payment” means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.