

**STATE OF NEBRASKA**  
**Temporary Medical Staffing Services**  
**SOLICITATION 6322 Z1**

**-VOL. 1 TECHNICAL RESPONSE-**  
**CORPORATE OVERVIEW**

**SEPTEMBER 2, 2020 • 2PM CST**

**Dianna Gilliland (Primary Buyer)**  
**Connie Heinrichs, Backup Buyer**

**State Purchasing Bureau**  
1526 K Street, Suite 130

**SUBMITTED BY:**

**ROBERT BELLAMY, CEO**  
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**LERONZA CAMPBELL, DOO**

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DUNS: 10-356-2666

CAGE CODE: OKAR4



## COVER LETTER

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673 Alpha Drive, Suite C, Cleveland, OH 44143  
FEIN: 341330981 DUNS# 10-3562666

Sept. 2, 2020

Dianna Gilliland  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508

Re: RFP 6322 Z1 Temporary Medical Staffing Services

Ms. Gilliland,

Annashae Healthcare Staffing (Annashae) is pleased to provide the following response to the RFP 6322 Z1 Temporary Medical Staffing Services for The State of Nebraska, Nebraska Department of Health and Human Services, Nebraska Department of Correctional Services and Nebraska Department of Veterans' Affairs (State).

Annashae is a verified and certified Service Disabled Veteran Owned Small Business (SDVOSB) based in Cleveland, Ohio. Since our launch in 1980, Annashae Staffing, co-founded by Navy veteran, Robert Bellamy, M.D., has held to its principles of supplying qualified, engaged, and dedicated healthcare professionals. We are dedicated to exemplary customer service, and utilize our talented account managers, schedulers, recruiters, quality assurance personnel and clinical liaisons to enhance your specific staffing and work force needs.

We have the background and experience to meet the State's medical staffing needs. Our healthcare staffing solutions have been designed specifically for the healthcare industry by leading healthcare experts. Our experience in healthcare includes staffing large State and Federal Institutions such as the State of Illinois Department of Human Services, the United States Mint Denver Facility, the VA Illiana Health Care System Danville, and more. **In fact, we currently provide services for the State of Illinois DHS at seven facilities that mirrors the requirements of this RFP.**

We understand statewide medical staffing, the challenges and how to be successful. Our experience with providing professional staffing dates to state government facilities from 1980. **Annashae has placed thousands of Physicians across the country to fulfill various scopes of work. In our response, we have highlighted a sample of references and experience that mirror the State's medical staffing needs.** Today, over 40 Physicians are actively placed across seven facilities providing Psychiatric and Medical services during the day and evening for the State of Illinois. These facilities are comprised of Mental Health Centers, Corrections, and Developmental Disabilities Centers.

**Despite the COVID-19 pandemic, Annashae currently fulfills 100% of its contractual obligations to the State of Illinois.** In fact, Annashae has placed 7 Full-Time Psychiatrists to Elgin Mental Health Center, Chicago Read MHC, and Madden MHC since the pandemic began. To accomplish this, Annashae has worked closely with each facility to understand individual needs, scopes of work, operations, and characteristics. Each site is closely monitored with ongoing needs evaluations and have contingency plans ready for execution. In addition, recruiting never stops when we deliver Locum Tenens services to a statewide healthcare system. These services can be volatile and require consistent maintenance to accomplish what we have with the State of Illinois and we will bring our experience and knowledge when working with the State.

Annashae is comfortable working in a multi-award environment. **When doing business with Annashae, the State can expect to gain a partner that understands the mission to deliver excellent patient care in a timely, efficient manner.** Annashae will work closely with the State's Medical Directors and Hospital Administrators to deliver qualified submissions when needed.

Following you will find a brief overview of Annashae's background, experience and capabilities that meet the RFP qualifications, references, certifications, and pricing. Annashae is excited to work with the State on this multi-award opportunity. We are open to negotiating our offered Pricing in this response after reviewing the detailed job descriptions and duties for each position.

Your point of contact at Annashae is Leronza Campbell, Director of Operations. He can be reached either by phone at 440.449.2662 Ext. 113, or email, [lcampbell@annashae.com](mailto:lcampbell@annashae.com).

Best Regards,  
Robert Bellamy  
CEO  
Annashae Corporation



## ANNASHAE: BACKGROUND & EXPERIENCE

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### ANNASHAE: OVERVIEW AND CAPABILITIES TO MEET THE STATE'S NEEDS

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Our team at Annashae is confident in our abilities to meet the State's needs, as we currently work with and provide the State of Illinois Department of Human Services similar statewide services. Our niche is physician recruiting and we specialize in providing coverage 24 hours, 7 days a week, 365 calendar days per year. Annashae recruits physicians, and medical personnel who bring a wealth of skills, expertise, passion, and attitude to be part of our ever-growing organization.

Our physician staffing expertise ranges from coverage in small rural hospitals to staffing large military facilities. We have staffed physicians in facilities high turnover was a risk due to location or specialties and have proven our self-successful in matching the perfect candidate to the facility. At Annashae we put hiring physicians from the local area at a high priority when recruiting. We find that this benefits the community, and results in higher retention rates.

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***We currently provide physician and nurse staffing services several state health care and mental health facilities and VA facilities. We know medical staffing's challenges at the state level and will bring this experience and our dedication to the State to ensure successful contract***

We have the background and experience to meet all State staffing requirements, without subcontracting any portion of the contract. We can quickly undertake and successfully fulfill State requirements with a skilled staff to develop quality deliverables. Operating in our field requires financial stability and capacity. Annashae works with several large clients that operate with variable payment arrangements. Annashae is fully capable of meeting the obligations under this agreement including the cost of paying its staff and obtaining and sustaining the insurance requirements and other administrative responsibilities.

Annashae is a leading medical staffing and management consulting group. As a small business, we specialize in providing on time healthcare solutions and experienced professionals nationwide to best fit our clients specific short and long-term needs. **Our clients choose us because we deliver quality support and care quickly to our clients' rising needs and retain a top-tier medical team.**

### SPECIALISTS PROVIDED

We provide support in some of the following areas: Physicians - All Specialties

- Psychiatrists
- Physician Assistants & Nurse Practitioners
- All Specialty RNs
- Podiatrists
- Dentists and Dental Hygienists
- Allied Health Professionals

### PRIMARY CLIENTS

- Federal, State, Private Sector
- Civilian, Military and Veteran Hospitals Correctional and Juvenile Justice Centers Mental Health Facilities
- Facilities for the Developmentally Disabled Health Care Centers - Colleges/University

### DIFFERENTIATORS

- Innovative recruiting practices
- Customizable skill assessments and verification
- Total client support, 24/7, 365 days a year
- Joint Commission Accredited License and certification tracking

## Providing Added Value Service to the State and the VA

We have direct working experience with the VA and the credentialing processes, including: VetPro, TMS and PIV Badges.

## EXPERIENCE WITH THE VA

Annashae has worked with Nurses and MODs in various settings including Mental Health Centers and VA Medical Centers. Coverage provided ranges from part-time weekday and weekend hours to full-time 40 hours per week.

Our experience in healthcare includes staffing large VA hospitals such as VA Illiana Health Care System Danville and the VA Eastern Colorado Health Care System.

**Having worked directly with the VA, we are intimately familiar with the VA credentialing process with VetPro and TMS. Annashae's experience with PIV badges is an added value for scheduling.**

## FOUNDATIONS OF SUCCESS

Annashae is built upon the foundation of three key features that are an integral part of our talent acquisition success: corporate management capabilities, recruiting strengths, and candidate management. Our experience, abilities and intimate knowledge of staffing, and more importantly, retention to reduce staff turnover give Annashae a competitive edge that State will ultimately benefit:

- **Management Capabilities** - In order to ensure optimum performance management, we use an established Contract Management Team (CMT) dedicated to the success of this contract. The CMT is a modular, self-sustaining team of experts from three core service areas, fundamental to full contract performance: Contract Operations, Human Resources, and Finance.
- **Recruiting Strengths** - Our recruiting, interviewing, and hiring procedures are designed to identify strengths and weaknesses in candidates. Our procedures evaluate tangibles such as experience and education, as well as the more elusive intangibles that can present serious problems in the workplace, such as attitude; ability to work with co-workers, supervisors, and clients; ability to follow rules; and desire to contribute to the well-being of self and others. The success of meeting DHBDD's staffing goal will be achieved through selection of the right person for the right job, which includes selecting only qualified professionals who display sound personal characteristics and have the competence and confidence to perform their daily work while seeking challenging work for professional and personal growth. We believe that this is the absolute essential foundation to establishing a productive and stable workforce.
- **Candidate Management and Retention Strategies** - We are meticulous in our approach to attracting/hiring a skilled and diverse workforce of qualified personnel and ensuring they are performing at a level that is consistent with their resume. Our practices, procedures, and company culture are reflected in the following initiatives: 1. Build productive relationships with customers and employees; 2. Develop valuable staff skills and knowledge; 3. Retain staff assigned to all contracts.

*Annashae...*

*Founded in 1980, 40 years of recruiting services.*

*SDVOSB Certified*

*Currently contracted by the State of Illinois and the Department of Veterans Affairs to perform recruiting services that mirror State requirements.*

## RECRUITING STRENGTH

Our recruiting, interviewing, and hiring procedures are designed to identify strengths and weaknesses in candidates. Our procedures evaluate tangibles such as experience and education, as well as the more elusive intangibles that can

present serious problems in the workplace, such as attitude; ability to work with co-workers, supervisors, and clients; ability to follow rules; and desire to contribute to the well-being of self and others. We are meticulous in our approach to attracting/hiring a skilled and diverse workforce of qualified personnel and ensuring they are performing at a level that is consistent with their resume. In this respect we provide the following “core values” guidelines to our employees: 1. Treat government resources as if it were your own; 2. Be honest, respectful, and straightforward in your communication; 3. Do what you say that you will do; 4. Have a personal commitment to the end result; 5. Be fully engaged and participate within your team; 6. Present and pursue solutions as opposed to dwelling on any problems.

## FINANCIAL STRENGTH

Annashae is fully capable of meeting the obligations under this agreement including the cost of paying its staff and obtaining and sustaining the insurance requirements and other administrative responsibilities. Annashae currently has projects that provides approximately 6,500 hours of physician coverage in multiple State Mental Health centers annually.

## THE HEART OF ANNASHAE: RECRUITING

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Annashae treats recruiting as an executive search: recruiting only candidates who bring a wealth of skills, expertise, and the right attitude it takes to be part of our ever-growing organization. We have created an innovative approach that applies the proven principles of recruiting highly qualified candidates by applying an effective screening process tool that includes our proven recruiting process, detail following.

As a standard we continue to work overtime to build our internal data base with only highly qualified candidates ready for placement that meet or exceed the qualifications not only for this opportunity but to meet our standards, values, and mission. **We have a large internal database of 110,000 physicians, excluding job boards. In combination with our subscriptions to several job boards, and sourcing tools, we can effectively contact every Psychiatrist in the nation; which is over 6,500.** This, in combination with our extensive experience, we can meet the customer needs by quickly locating, screening, and processing candidates better than our competitors. In the case of turnover, our in-house recruiters are experienced in quickly replacing a candidate that is as equally qualified; resulting in minimal to no break in service. Additionally, we have the ability to reallocate employees from other efforts to meet surge requirements and maintain high employee retention rates. Annashae prides itself on our ability to meet or exceed customers’ expectations on a contract and be a partner with our customers to seek continual performance improvements that enhances our value-added services.

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*Recruiting Coverage*  
*We have an internal database of 110,000 physicians. In combination with our subscriptions to several job boards and sourcing tools, we can effectively contact every Psychiatrist in the nation, which is over 6,500.*

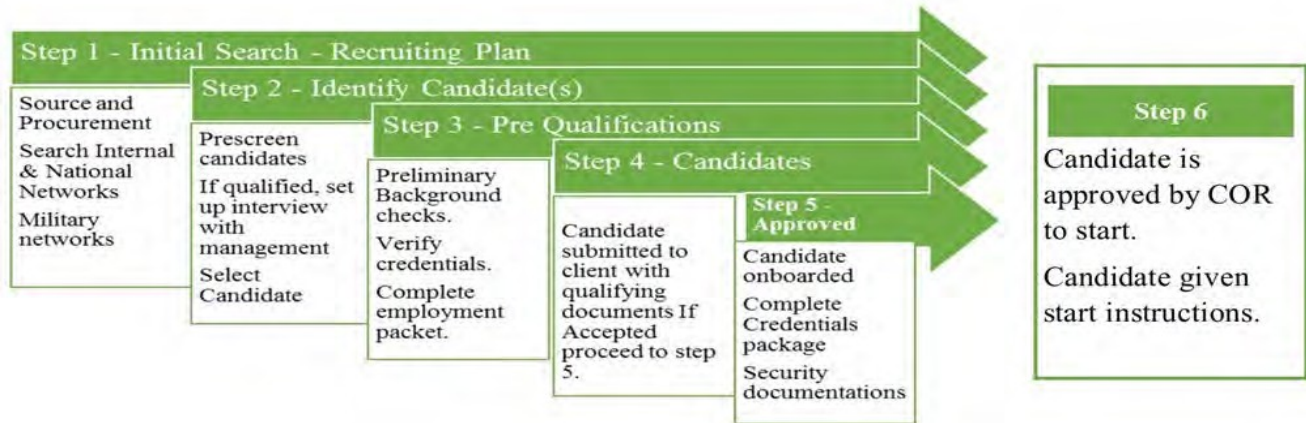
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### Recruitment Methods

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Annashae brings extensive experience in staffing and managing contracts of similar size and scope. We maintain a pool of qualified personnel to satisfy any given requirement, anticipated or unanticipated, to fill or backfill within the contract requirements. To support staffing requirements, Annashae employs a team of highly experienced recruiters who have the knowledge of both commercial and VA recruitment in both non-clinical and clinical environments. Our process and protocols and quality assurance programs enable us to streamline and maintain a large pool of candidates; as well as, exceed contract requirements.

## Recruitment Process



**Step ONE: Sourcing and Procurement** - Recruiters review the position profile against our internal database of candidates. If no match is immediately apparent, the recruiter will rely on traditional industry techniques to identify candidates. Annashae employs a variety of methods to identify qualified candidates. The most common method we utilize is referrals from HCPs serving on existing projects. Other external sources used by our recruiters are as followed:

- **Proprietary Databases:** We have access to several private databases to assist in sourcing HCPs with the qualifications and experience required. These databases are searchable by labor category, experience, as well as geography for purposes of quickly developing a list of possible candidates for specific requirements.
- **Employee Referrals:** A high percentage of our candidates come from current employees, which attributes to the strength, professionalism and desire to work for a company that understands the value of their employees.
- **Placing Advertisements in Newspapers or Professional Journals:** In order to expand our existing database with HCPs in all regions, we may initiate an advertising campaign that targets the professional journals sent to health care specialists as a result of their association with that particular certifying body. Major, local and nationwide newspapers are routinely used and are an important tool for quick fill requirements.
- **Social Media and Online Research: This includes state and national associations.** For example, School Alumni and their national conferences. Furthermore, we utilize online social media accounts such as Twitter and LinkedIn to assist in current needs as well as building our internal database.
- **Job Boards:** We utilize our own website; as well as, Healthcareers, CareerBuilder.com, Monster.com, professional Associations/Institutions, Direct Sourcing, and networking which assists us in deriving leads and creates a spider effect for sourcing the best qualified candidates. Other recruiting resources include Industry and specific Web-Based resume sites and Annual Conferences/ Meetings

**Step TWO: Identifying Candidate(s)**- The vetting process begins with a primary telephone interview and screening is conducted by one of our experienced Recruiters to ensure the candidate meets the qualifications. During this time, the recruiter will discuss the position and answer any questions candidates may have about the opportunity. A prescreening checklist is utilized for efficiency, complements, and consistency. When candidate has cleared initial screening:

- If candidate passes recruiter's preliminary screening, candidate is immediately interviewed and screened by a member of the management team to ensure candidate meets qualifications, and a thorough understanding of the opportunity, and is a "right fit" for the client.

**Step THREE: Prescreen** – Our program manager (PM) then selects the best candidates, based on qualifications and credentials, experience, references, interview results, and other information.

- A HCP profile is generated; candidate preliminary background verifications are conducted; resume, credentials, preliminary back ground checks are conducted.

**NOTE:** primary source verification of credentials is also performed concurrently during the interviewing and screening process, when applicable.

**Step FOUR: Candidate(s) Submitted** to client – If applicable candidate with qualifying documents is submitted to customer for review for acceptance.

**Step FIVE: Candidate On-Boarded** – Candidate is formally offered position with acceptance/approval from client; credentialing package is completed with 100% accuracy.

**Step SIX: Candidate Approved** – with approval from client with a start date, physician is given start instructions and all expirable documentation is uploaded into our internal database to monitor.

As demonstrated in our recruitment process, each employee of Annashae goes through a rigorous evaluation process beginning with screening, followed by Multi-Tier interviews, and concluding with Background Investigations. Only individuals that meet these requirements and clear background investigations/drug screening have been presented to the State for consideration.

## OPERATIONAL RECRUITMENT SUPPORT

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Annashae's recruiting methods function with the support of two key departments which are credentialing and scheduling. Credentialing assists at **step three**, to ensure Joint Commission compliance by performing primary source verification, and further ensuring all required credentials are gathered and competency information is completed prior to the scheduled start date. Annashae credentials within Joint Commission standards and adds requirements to fulfill client and facility guidelines.



## MANAGEMENT CAPABILITIES

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Annashae is qualified to provide all management, equipment, tools, and resources necessary to accomplish the tasks described in the RFP.

### Performance Management: Contract Management Team

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To ensure optimum performance management, we use an established Contract Management Team (CMT) dedicated to the success of this contract. The CMT is a modular, self-sustaining team of experts from three core service areas, fundamental to full contract performance: Contract Operations, Human Resources, and Finance. Our Human Resources (HR) Manager provides day-to-day oversight of human resource activities, and, will ensure successful on-boarding of employees. Our HR Manager drafts and maintains the physician employment agreements in accordance with the statement of work, company policies, and develops strategic compensation plans, aligns performance management systems with compensation structure, and monitors negotiations for group health care benefits.

### Providing Qualified Candidates

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Annashae will provide highly qualified candidates using our Employee Management Process, detailed below. Each candidate will be able to fill the State's positions. Annashae will thoroughly examine each candidate and all candidates provided will meet and or exceed all minimum qualifications. We understand that Annashae will be evaluated based upon the quality of candidates provided. We will provide pre-screened candidates as they become available, and a consolidated list of candidates (CLC) will be provided to the Task Manager and Task COR on a weekly basis.

### Employee Management Process

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We have created an Employee Management Process (EMP), a five-step recruiting and retention process that applies the best principles and practices of recruiting and long-term employee retainage. Our EMP comprises screening and interviewing HR processes and tools; including patient integrity screening and testing that encompasses empathy, verbal skills, reading comprehension, critical thinking, and active listening.



1. **Performance Planning** - provides information on establishing performance expectations and goals for employees to channel their efforts toward achieving organizational objectives.
2. **Monitoring Employee Performance** – provides information on the requirements to conduct at least one formal written progress review for all employees.
3. **Employee Development** – provides information on the importance of evaluating and addressing employee development to increase the effectiveness of an organization.
4. **Evaluating Employee Performance** – provides information on evaluating employee performance against the elements and standards in an employee's performance plan and assigning a summary rating of record.
5. **Recognition** – provides information on a large variety of informal and formal recognition programs, which can be used to recognize and reward employee excellence.

## MANAGEMENT PLAN

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We will hold a kick-off meeting within one (1) week of the award. Annashae will meet with all key personnel associated with the execution of the Contract. We will review all key documents as it relates to recruitment requirements and processes prior to the Kick-Off Meeting and consider these processes when preparing the management and recruitment plans and procedures associated with the execution of this contract.

After the kick-off meeting, we will craft a specific work plan to define scope and deliverables. This work plan identifies key monitoring activities. It will be designed to complement Georgia's Quality Assurance Plan, and, the Scope of Work performed under the contract. Later, at agreed-upon intervals, the data collected through monitoring the listed activities are assessed to determine areas in need of improvement. This allows the opportunity for determining areas in need of improvement, either for an individual or administratively.

The Operations Director and/or Operations Support Specialist are accountable for ensuring the proper assessments and plans for improvement are carried out. A snapshot of what will be included is provided in the following tables.

### Quality Indicators: of Clinical Measures

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Accuracy of pre-anesthetic assessments
Anesthetic plan thoroughness
Initiation of appropriate treatment and care
Quality of technique when administering medications
Communication and interactions with staff
Procedural competence
Appropriateness of measures taken in emergency situations
Quality of performance when correcting abnormal response to the anesthesia or surgery
Management of emergencies and recovery from anesthesia
Knowledge of the latest modalities of mechanical ventilations, pharmacological support, and respiratory therapy techniques
Maintenance of records and reports
Compliance with care provided and documentation of all facility standard operating procedures
Communication and interaction with support staff

### Administrative Measures - Preliminary Briefing

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Annashae's Operations Director and its Operations Support Specialist request a meeting with the appropriate State healthcare facilities representatives to ensure our overview of the providers' work is in line with the factors considered important to the State of Georgia's Healthcare facilities. For this purpose, information on the following is gathered:

Orientation and training schedule for incoming Providers
Foreseen Transition Problems
Hospital admissions and patient transfer regulations
Discussion of the facility's structure and medical bylaws
Formal, written guidelines from the hospital's Quality Assurance/Quality Improvement/Risk
Management program now in place
Performance goals
High-volume, high-risk, and problem-prone aspects of care at this facility
Sample data collection forms
Contract provider committee assignments, if applicable

Training programs
Demographics
Schedule regular meetings to secure their input regarding clinical and administrative functions and that adequate and appropriate resources are available to develop and maintain the ongoing Program.
Schedule of regular reports
Obtain input from Healthcare facilities to ascertain satisfaction measures to focus on client's view of the quality of services being received.
Maintain data on the reviews the providers receive which evaluate their clinical performance measures. The data collected for clinical performance measures relates directly to patient care and safety, i.e., reasons for Do Not Returns or HIPAA violations. Three standardized measurements apply: Do Not Return – Clinical Do Not Return – Professional Completeness of Personnel File

## Monitoring Processes

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The process of performance improvement includes the following:

Monitoring of processes through collecting data related to performance measurements
Data analysis
Identification of issues revealed by data analysis
Identification of areas in need of improvement and goals for these areas
Solutions identified
Implementation of changes that result in and sustain improvement
Continuous monitoring of activities to ensure quality assurance measures stay active

Annashae continues to monitor performance of service providers and the service we provide our clients and will provide to the State.

## QUALITY ASSURANCE PROCESS COMPONENTS

**Annashae's Quality Control Plan (QCP)** – ensures the delivery of optimal services to our clients through objective and systematic monitoring and evaluation of services, pursuing opportunities to improve service, and resolving identifiable problems.

Listed below are the systematic quality control processes and procedures that Annashae's QCP addresses:

Monitor and evaluate the quality of our services
Pursue opportunities to improve care through the observation of trends and patterns of clinical and administrative services
Resolve identified problems and rectify trends which adversely affect care
Document the process of problem identification through resolution and sufficient follow-up
Coordinate and integrate the quality control program into ongoing operational activities of organized staff and the supporting staff
Monitor and evaluate the clinical performance of clinical staff
Annually evaluate the objectives, scope, organization and effectiveness of the quality control program and staff, and make revisions/changes as necessary
Minimize the liability risks of the activity and the professional staff
Delegate responsibility to assure that all essential activities are implemented
Assure adherence to Client, Government, MEDDAC, TJC, VPP and American Boards of our physician under this contract

We will continue to refine our QCP to meet the needs of the State. This refinement will be performed through feedback we receive from working closely with our CORs and/or representative, communicating frequently with our staff, intelligence gathered from our recruitment team, and reviewing annual performance reviews.

Once candidates are placed, credentialing monitors, reports, and ensure continued compliance. Scheduling works directly with Recruiting daily. Scheduling identifies and notifies recruiting with the upcoming needs in the schedule that we produce to our clients. Once the solution to that need is discovered, Scheduling helps Credentialing and Recruiting place the candidate by coordinating training and orientation between the candidate and the facility. Since we identified early in the recruiting process the clear availability of our candidate, Scheduling will then work closely with the candidate and build their schedule proactively.

## RETENTION

Our practices, procedures, and company culture are reflected in the following initiatives:

1. Build productive relationships with customers and employees;
2. Develop valuable staff skills and knowledge;
3. Retain staff assigned to all contracts.

These three goals are an integral part of our retention plan. The goals are achieved through selection of the right person for the right job, which includes selecting only qualified professionals who display sound personal characteristics and have the competence and confidence to perform their daily work while seeking challenging work for professional and personal growth. We believe that this is the absolute essential foundation to establishing a productive and stable workforce.

## SPECIALIZING IN MULTIDISCIPLINARY HEALTHCARE STAFFING

Our experience in healthcare includes staffing large VA hospitals such as VA Illiana Health Care System Danville and the VA Eastern Colorado Health Care System. Additionally, we provide staffing statewide for the State of Illinois Department of Human Services Mental Health Centers.

We have provided three references that align with the State's requirements. Please reference a brief service descriptions below that we currently provide that mirror the RFP requirements.

We welcome you to contact our references.

### US DEPARTMENT OF TREASURY: US MINT DENVER FACILITY

**Company Name** ..... **US Department of Treasury – US Mint Denver Facility**  
**Company Address** ..... 320 Colfax Avenue, Denver, CO 80238  
**Contact Person** ..... **Sheri Sazpansky**  
**Contact E-mail address** ..... sheri.sazpansky@usmint.treas.gov  
**Contact Telephone Number(s)** ..... Tel 303-405-4613

**Award/Contract Number** ..... TM-DN-17-C-0001  
**Term of Contract** ..... 10/01/16 – 09/30/21  
**Contract Amount** ..... \$1,964,061  
**Number and Type of Personnel** ..... .8 FTE Physician and 3 FTE Registered Nurses

#### Brief Description of Services

Providers possess knowledge of full range of professional health nursing principles, practices and procedures applied in providing health care and services in industrial occupation health area as needed specifically for the US Mint. Our providers support and treat various types of work-related injuries (i.e. ergonomic stressors); with the ability to recognize employee limitations and inability to perform specific duties; take medical histories and communicate laboratory test results; have knowledge of occupational health regulations, techniques, procedures, practices, and applicable standards governing the performance of inspections. Additionally, our providers have practical knowledge of pharmacology and skill to administer over the counter medications and other medications as prescribed by the United States Mint contract physician or employee's personal care provider and observe for desired reactions or adverse reactions to medications. Providers have knowledge of symptoms to distinguish between (for example) diabetic coma or insulin shock. Providers document and maintain medical records; and maintain adherence to regulations and overall quality control processes.

### STATE OF ILLINOIS, CHICAGO READ MENTAL HEALTH CENTER

**Company Name** ..... **Chicago Read Mental Health Center, State of Illinois**  
**Company Address** ..... 4200 N Oak Park Avenue, Chicago, IL 60632  
**Contact Person** ..... **Amy Toombs**  
**Contact E-mail address** ..... amy.toombs@illinois.gov  
**Contact Telephone Number(s)** ..... Tel 773-794-4068

**Award/Contract Number** ..... Z65X0115011  
**Term of Contract** ..... 3-year contract: 7/1/2020 – 06/30/2023  
**Contract Amount** ..... \$2,200,000.00 annually  
**Number and Type of Personnel** ..... 3 FTE Psychiatrists, 1 FTE Activity Therapist

#### Brief Description of Services

The contract was awarded because of our history providing MOD services to the State of Illinois. Our contract is for three Forensic Psychiatrists; however, three were provided to the facility while the State was awaiting the start of an employee. An additional Psychiatrist was requested and provided 40 hours per week for eight months until employee

Psychiatrist was cleared to start at the facility. Current Psychiatrists have been at the facility since contract start and have received exceptional ratings on performance. Facility has recommended Annashae to provide Psychiatry services to other State facilities that were in need. Provided services since 2013.

## STATE OF ILLINOIS, ANDREW MCFARLAND MENTAL HEALTH CENTER

**Company Name** .....Andrew McFarland Mental Health Center, State of Illinois  
**Company Address** .....901 Southwind Road, Springfield, IL 62703  
**Contact Person**.....Sara Broyles  
**Contact E-mail address** .....sara.broyles@illinois.gov  
**Contact Telephone Number(s)**.....Tel 217-786-6851 / Fax 217-78 6-7167

**Award/Contract Number** .....69XL741990  
**Term of Contract**.....3-year contract: 6/30/2017 – 7/1/2020, Recently Renewed thru 2021  
*Note: providing services since 7/1/1999*

**Contract Amount** .....\$877,635.00 annually  
**Number and Type of Personnel** .....3.4 FTE – Performed by 7 Medical Officers on Duty (MODs). Services comprised of Emergency Medicine, Internal Medicine, OBGYN, and Family Medicine Physicians

### Brief Description of Services

MODs are on duty and **on call** to provide initial examination, evaluation for admission, initial diagnosis, developing interim treatment plans and making recommendations for treatment, performing admission physicals, and the handling of routine situations or emergencies. This contract also demonstrates our ability to provide behavioral health services. Providing services since 7/1/1999.

## COMPANY AND CONTACTOR CONTRACT INFORMATION

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### COMPANY INFORMATION

#### ANNASHAE CONSULTING & STAFFING

673 Alpha Drive, Suite C, Highland Heights, OH 44143

<https://www.annashae.com/>

DUNS Number: 10-356-2666

CAGE Code: OKAR4

### SOCIO-ECONOMIC STATUS OF BUSINESS

#### Socio-economic Status

Annashae is a verified and certified SDVOSB based in Cleveland, Ohio.

#### Business Size (Large/Small):

Small business with NAICS code 561320 listed as a code in our SA certification

### CONTRACTOR CONTACT

#### ROBERT BELLAMY, CEO

rbellamy@annashae.com

P: (440) 449-2662

F: (440) 449-2691

#### LERONZA CAMPBELL III,

#### DIRECTOR OF OPERATIONS

lcampbell@annashae.com

P: (440) 449-2662 Ext. 113

F: (440) 449-2691

## CERTIFICATIONS

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Annashae is proud to carry the following license and certifications:

- Better Business Bureau, Accredited Business
- Joint Commission Certification
- Minority Business Enterprise: Illinois
- Minority Business Enterprise: Ohio
- Service-Disabled Veteran Owned Small Business (SDVOSB) / VIP Status



October 10, 2019

Robert Bellamy, MD  
Chief Executive Officer  
Annashae Corporation  
673 Alpha Drive, Suite C  
Highland Heights , OH 44143

Joint Commission ID #: 504673  
Program: Health Care Staffing Services Certification  
Certification Activity: 60-day Evidence of Standards  
Compliance  
Certification Activity Completed Date : 10/10/2019

Dear Dr. Bellamy:

The Joint Commission is pleased to grant your organization a Passed Certification decision for all services reviewed under the applicable manual(s) noted below:

- **Comprehensive Certification Manual for Health Care Staffing Services Certification**

This certification cycle is effective beginning August 9, 2019 and is customarily valid for up to 24 months. Please note, The Joint Commission reserves the right to shorten or lengthen the duration of the cycle.

Should you wish to promote your certification decision, please view the information listed under the 'Publicity Kit' link located on your secure extranet site, The Joint Commission Connect.

The Joint Commission will update your certification decision on Quality Check®.

Congratulations on your achievement.

Sincerely,

Mark G. Pelletier, RN, MS  
Chief Operating Officer and Chief Nurse Executive  
Division of Accreditation and Certification Operations





**DEPARTMENT OF VETERANS AFFAIRS  
Center for Verification and Evaluation  
Washington DC 20420**

8/22/2019  
In Reply Refer To: **00VE**

Dr. Robert E. Bellamy  
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673 Alpha Dr., Ste. C  
Highland Hts., OH 44143

Dear Dr. Bellamy:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that your application for reverification has been approved. Annashae Corporation DBA: Annashae (Annashae Corporation) will remain eligible to participate in Veterans First Contracting Program opportunities with VA as a verified Service-Disabled Veteran-Owned Small Business (SDVOSB).

**This verification is valid for three (3) years from the date of this letter.**

Please retain a copy of this letter to confirm Annashae Corporation's continued program eligibility in accordance with 38 Code of Federal Regulation (CFR) § 74.12. You may reapply 120 days prior to your new expiration date by logging into <https://www.vip.vetbiz.gov/>.

To promote Annashae Corporation's verified status, you may use the following link to download the logo for use on your marketing materials and business cards: [https://www.vetbiz.gov/cve\\_completed\\_s.jpg](https://www.vetbiz.gov/cve_completed_s.jpg). In addition, please access the following link for information on next steps and opportunities for verified businesses: <http://www.va.gov/osdbu/verification/whatsNext.asp>.

While CVE has confirmed that Annashae Corporation is presently, as of the issuance of this notice, in compliance with the regulation, Annashae Corporation must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 30 days could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension Committee, and the initiation of cancellation proceedings—all of which could result in Annashae Corporation being removed from the VIP Verification Program.

*"World Class Professionals  
Enabling Veteran Business Opportunities by Protecting the Veteran Advantage - One Vet at a Time"*

Please be advised all verified businesses may be required to participate in one or more post-verification audits at CVE's discretion. Additionally, this letter and other information pertaining to Annashae Corporation's verification application may be subject to Freedom of Information Act (FOIA) requests. However, FOIA disclosures include exceptions regarding the personal privacy of individuals, and VA policy similarly provides limitations on the release of individuals records.

If Annashae Corporation receives a negative size determination from the U.S. Small Business Administration (SBA), CVE must act in accordance with 38 CFR § 74.2(e). Also note, if at any time Annashae Corporation discovers that it fails to meet the size standards for any NAICS Code(s) listed on its VIP profile, CVE requires such NAICS Code(s) be removed within five (5) business days. If these NAICS Codes are not removed within the allotted five (5) business days, CVE may request SBA conduct a formal size determination. In addition, CVE may initiate a referral to OIG, a referral to the Debarment and Suspension Committee and pursue cancellation proceedings. All of the aforementioned referrals and procedures could result in Annashae Corporation being removed from the VIP Verification Program.

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely,

A handwritten signature in black ink that reads "Thomas McGrath". The signature is written in a cursive, flowing style.

Thomas McGrath  
Director  
Center for Verification and Evaluation

**SAM Search Results**  
**List of records matching your search for :**

**Record Status: Active**  
**DUNS Number: 103562666**

<b>ENTITY</b> Annashae Corporation	Status: Active
DUNS: 103562666 +4:	CAGE Code: 0KAR4 DoDAAC:
Expiration Date: 07/22/2020	Has Active Exclusion?: No Debt Subject to Offset?: No
Address: 673 Alpha Dr Ste C City: Cleveland ZIP Code: 44143-2140	State/Province: OHIO Country: UNITED STATES



**ALERT:** SAM.gov will be down for scheduled maintenance Saturday, 03/14/2020 from 8:00 AM to 2:00 PM

### Entity Dashboard

- ▶ [Entity Overview](#)
- ▶ [Entity Registration](#)
  - ▶ [Core Data](#)
  - ▶ [Assertions](#)
  - ▶ [Reps & Certs](#)
  - ▶ [POCs](#)
- ▶ [Exclusions](#)
  - ▶ [Active Exclusions](#)
  - ▶ [Inactive Exclusions](#)
  - ▶ [Excluded Family Members](#)

[RETURN TO SEARCH](#)

Annashae Corporation  
 DUNS: 103562666 CAGE Code: oKAR4  
 Status: Active  
 Expiration Date: 07/22/2020  
 Purpose of Registration: All Awards

673 Alpha Dr Ste C  
 Cleveland, OH, 44143-2140 ,  
 UNITED STATES

#### Entity Registration

##### Page Description

This page contains a view of the entire Entity Registration record. To print or save a copy of this registration, select Print. To view a specific section of the registration, select one of the sub-navigation links (for example, Core Data or POCs) under Entity Registration. To access a previous version of this registration, pick from the record drop-down list then select View Selected Record. The page will reload to display the record.

[PRINT](#)

Current Record  View Selected Record

DUNS Number: 103562666  
 D&B Legal Business Name: Annashae Corporation  
 Doing Business As: Annashae

#### Core Data

#### Business & TIN Information:

##### Business Information:

Business Start Date: 12/26/1980  
 Fiscal Year End Close Date: 12/31  
 Company Division Name: ANNASHAE  
 Company Division Number:  
 Corporate URL: http://www.annashae.com  
 Congressional District: OH 14  
 Initial Registration Date: 08/27/2001  
 Submission Date: 07/23/2019  
 Activation Date: 07/23/2019  
 Expiration Date: 07/22/2020

##### Physical Address:

Address Line 1: 673 Alpha Dr Ste C  
 City: Cleveland  
 State/Province: OH  
 Country: UNITED STATES  
 ZIP/Postal Code: 44143 - 2140

##### Mailing Address:

Address Line 1: 673 ALPHA Dr Ste C  
 Address Line 2: 673-C Alpha Dr  
 City: Highland Heights  
 State/Province: OH  
 Country: UNITED STATES  
 ZIP/Postal Code: 44143 - 2140

#### CAGE/NCAGE Code

CAGE: oKAR4

Does this entity have an Immediate Owner? No

Does this entity have any Predecessors? No

#### General Information

Country of Incorporation: UNITED STATES

State of Incorporation: OH

#### Business Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the [SBA's Dynamic Small Business Search](#) if the entity completed the SBA Supplemental Pages during registration.

#### Entity Structure

Corporate Entity (Not Tax Exempt)

#### Profit Structure

For Profit Organization

#### Business Types

Minority Owned Business

Veteran Owned Business

Service Disabled Veteran Owned Business

Black American Owned

#### Entity Type

Business or Organization

#### Purpose of Registration

All Awards

#### Organization Factors

Subchapter S Corporation

#### Financial Information

Do you accept credit cards as a method of payment? No

#### Account Details:

CAGE Code: oKAR4

#### Electronic Funds Transfer:

#### Automated Clearing House (ACH):

#### Executive Compensation Questions

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with

Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

**Proceedings Questions**

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

**SAM Search Authorization**

I authorize my entity's non-sensitive information to be displayed in SAM public search results: **Yes**

**Assertions**

**Goods & Services:**

**NAICS Codes Selected**

541612		Human Resources Consulting Services
561311		Employment Placement Agencies
561312		Executive Search Services
561320		Temporary Help Services
621111		Offices of Physicians (except Mental Health Specialists)
621112	Yes	Offices of Physicians, Mental Health Specialists
621210		Offices of Dentists
621320		Offices of Optometrists
621330		Offices of Mental Health Practitioners (except Physicians)
621399		Offices of All Other Miscellaneous Health Practitioners
621999		All Other Miscellaneous Ambulatory Health Care Services
623110		Nursing Care Facilities (Skilled Nursing Facilities)

**Product & Service Codes Selected**

PSC	Description
Q502	MEDICAL- CARDIO-VASCULAR
Q512	MEDICAL- OPTOMETRY
Q403	MEDICAL- EVALUATION/SCREENING
Q515	MEDICAL- PATHOLOGY
Q509	MEDICAL- INTERNAL MEDICINE
Q511	MEDICAL- OPHTHALMOLOGY
Q525	MEDICAL- UROLOGY
Q514	MEDICAL- OTOLARYNGOLOGY
Q503	MEDICAL- DENTISTRY
Q524	MEDICAL- THORACIC
Q501	MEDICAL- ANESTHESIOLOGY
Q507	MEDICAL- GYNECOLOGY
Q201	MEDICAL- GENERAL HEALTH CARE
Q520	MEDICAL- PODIATRY
Q999	MEDICAL- OTHER
Q516	MEDICAL- PEDIATRIC
Q508	MEDICAL- HEMATOLOGY

PSC	Description
Q526	MEDICAL- MEDICAL/PSYCHIATRIC CONSULTATION
Q506	MEDICAL- GERIATRIC
Q401	MEDICAL- NURSING
Q504	MEDICAL- DERMATOLOGY
Q522	MEDICAL- RADIOLOGY
Q519	MEDICAL- PSYCHIATRY
Q510	MEDICAL- NEUROLOGY
Q523	MEDICAL- SURGERY
Q521	MEDICAL- PULMONARY
Q505	MEDICAL- GASTROENTEROLOGY

**Size Metrics**

**World Wide:**

**Location (Optional):**

**EDI Information**

Do you wish to enter EDI Information for your non-government entity? -

**Disaster Response Information**

Do you wish to be included in the Disaster Response Registry? Yes  
 Does your company require bonding to bid on Contracts? No

**Geographic Area Served:**

Any State

**Representations and Certifications**

**Representations and Certifications:**

**I have read each of the FAR and DFARS provisions presented on this page. By submitting this certification, I, Robert Bellamy, am attesting to the accuracy of the representations and certifications contained herein, including the entire NAICS table. I understand that I may be subject to criminal prosecution under Section 1001, Title 18 of the United States Code or civil liability under the False Claims Act if I misrepresent Annashae Corporation in any of these representations or certifications to the Government.**

**READ ONLY PROVISIONS - The following FAR and DFARS provisions are provided for you to read. They do not require completion of any data. Select the provision number to expand and review the full text. When certifying to the information on this page, you are also certifying that you have read each one of these provisions.**

[FAR 52.203-11:](#) Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

[FAR 52.203-18:](#) Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation

[FAR 52.209-10:](#) Prohibition on Contracting with Inverted Domestic Corporations.

[FAR 52.212-5](#): Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items.

[FAR 52.222-38](#): Compliance with Veterans' Employment Reporting Requirements

[FAR 52.222-50](#): Combating Trafficking in Persons

[FAR 52.222-56](#): Certification Regarding Trafficking in Persons Compliance Plan.

[FAR 52.223-1](#): Biobased Product Certification

[FAR 52.225-20](#): Prohibition on Conducting Restricted Business Operations in Sudan-Certification

[FAR 52.225-25](#): Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certifications

[FAR 52.227-6](#): Royalty Information (Alternate I)

[DFARS 252.209-7003](#): Reserve Officer Training Corps and Military Recruiting on Campus-Representation.

[DFARS 252.225-7003](#): Report of Intended Performance Outside the United States and Canada-Submission with Offer

[DFARS 252.225-7031](#): Secondary Arab Boycott of Israel

[DFARS 252.225-7042](#): Authorization to Perform

[DFARS 252.225-7050](#): Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism.

[DFARS 252.229-7012](#): Tax Exemptions (Italy)-Representation.

[DFARS 252.229-7013](#): Tax Exemptions (Spain)-Representation.

[DFARS 252.239-7011](#): Special Construction and Equipment Charges

[DFARS 252.247-7023](#): Transportation of Supplies by Sea (Alternate I, II)

**The FAR and DFARS provisions shown below have been populated based on data you provided earlier in your registration. Please open and review each provision before you proceed from this page. If you need to correct any data, a link will be provided to the relevant page for editing.**

By maintaining an active entity registration in SAM, the entity complied with requirements to report proceedings data in accordance with FAR 52.209-7 Information Regarding Responsibility Matters and with requirements to report executive compensation data in accordance with FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards.

[FAR 52.203-2](#): Certificate of Independent Price Determination.

[FAR 52.204-3](#): Taxpayer Identification

[FAR 52.204-5](#): Women-Owned Business (Other Than Small Business)

[FAR 52.204-17](#): Ownership or Control of Offeror

[FAR 52.204-20](#): Predecessor of Offeror

[FAR 52.209-2](#): Prohibition on Contracting with Inverted Domestic Corporations-Representation

[FAR 52.209-5](#): Certification Regarding Responsibility Matters

[FAR 52.209-11](#): Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law

[FAR 52.212-3](#): Offeror Representations and Certifications -Commercial Items

The NAICS Codes you selected on the Goods and Services page of this registration are listed in the table under 52.219-1(c). Those NAICS Codes for which you are identified as small serve to complete the small business concern representation in



52.219-1(c)(1).

You are certifying to your size status for all the NAICS codes in the table. Please review it carefully. The Y/N answers are located in the "Small Business?" column. A "Y" indicates "Small" and "N" indicates "Other than Small." This status is derived from the SBA's size standards based on the size metrics you entered.

The NAICS Codes shown are only those you selected. Use the "View More" button to see your entity's size status for any NAICS Code.

[FAR 52.214-14](#): Place of Performance-Sealed Bidding

[FAR 52.215-6](#): Place of Performance

[FAR 52.219-1](#): Small Business Program Representations (Alternate I)

The NAICS Codes you selected on the Goods and Services page of this registration are listed in the table under 52.219-1(c). Those NAICS Codes for which you are identified as small serve to complete the small business concern representation in 52.219-1(c)(1).

You are certifying to your size status for all the NAICS codes in the table. Please review it carefully. The Y/N answers are located in the "Small Business?" column. A "Y" indicates "Small" and "N" indicates "Other than Small." This status is derived from the SBA's size standards based on the size metrics you entered.

The NAICS Codes shown are only those you selected. Use the "View More" button to see your entity's size status for any NAICS Code.

[FAR 52.219-2](#): Equal Low Bids

[FAR 52.222-18](#): Certification Regarding Knowledge of Child Labor for Listed End Products

[FAR 52.222-22](#): Previous Contracts and Compliance Reports

[FAR 52.222-25](#): Affirmative Action Compliance

[FAR 52.222-48](#): Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification

[FAR 52.222-52](#): Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification

[FAR 52.223-4](#): Recovered Material Certification

[FAR 52.223-9](#): Estimate of Percentage of Recovered Material Content for EPA-Designated Items (Alternate I)

[FAR 52.223-22](#): Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation.

[FAR 52.225-2](#): Buy American Certificate

[FAR 52.225-4](#): Buy American-Free Trade Agreements-Israeli Trade Act Certificate

[FAR 52.225-6](#): Trade Agreements Certificate

[FAR 52.226-2](#): Historically Black College or University and Minority Institution Representation

[FAR 52.227-15](#): Representation of Limited Rights Data and Restricted Computer Software

[DFARS 252.209-7002](#): Disclosure of Ownership or Control by a Foreign Government

[DFARS 252.216-7008](#): Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government-Representation.

[DFARS 252.225-7000](#): Buy American--Balance of Payments Program Certificate.

[DFARS 252.225-7020](#): Trade Agreements Certificate.

[DFARS 252.225-7035](#): Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate (Alternate I, II, III, IV & V)

[DFARS 252.225-7049](#): Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations.

[DFARS 252.247-7022](#): Representation of Extent of Transportation by Sea

**Grants Certifications**

The Grants Certifications are a common set of certifications and representations required by Federal statutes or regulations in accordance with the grants guidance under Title 2 of the Code of Federal Regulations (2 CFR 200.208 Certifications and Representations). Those non-Federal entities who intend to apply for, or are already recipients of Federal grants or agreements, must read and agree to the corresponding certifications and representations. Registrants who reply yes to the following question are required to keep these certifications and representations current, accurate, and complete as part of their entity registration.

Does Annashae Corporation wish to apply for a Federal financial assistance project or program, or is Annashae Corporation currently the recipient of funding under any Federal financial assistance project or program? **No**

**Points of Contact**

**Mandatory Points of Contact:**

<b>Government Business POC</b>	
Title:	
First Name:	ROBERT
Middle Name:	
Last Name:	BELLAMY
US Phone:	(440)449-2662
Extension:	118
NON US Phone:	
Notes:	
Address Line 1:	ANNASHAE CORPORATION
Address Line 2:	673-C ALPHA DRIVE
City:	HIGHLAND HEIGHTS
State/Province:	OH
Country:	UNITED STATES
ZIP/Postal Code:	44143 - 2140

**Accounts Receivable POC**

**EDI POC**

<b>Electronic Business POC</b>	
Title:	

First Name:	ROBERT
Middle Name:	
Last Name:	BELLAMY
US Phone:	(440)449-2662
Extension:	118
NON US Phone:	
Notes:	
Address Line 1:	ANNASHAE CORPORATION
Address Line 2:	673-C ALPHA DRIVE
City:	HIGHLAND HEIGHTS
State/Province:	OH
Country:	UNITED STATES
ZIP/Postal Code:	44143 - 2140

<b>Electronic Business POC</b>	
Title:	
First Name:	ROBERT
Middle Name:	
Last Name:	BELLAMY
US Phone:	(440)449-2662
Extension:	118
NON US Phone:	
Notes:	
Address Line 1:	ANNASHAE CORPORATION
Address Line 2:	673-C ALPHA DRIVE
City:	HIGHLAND HEIGHTS
State/Province:	OH
Country:	UNITED STATES
ZIP/Postal Code:	44143

<b>Government Business POC</b>	
Title:	
First Name:	ROBERT
Middle Name:	
Last Name:	BELLAMY
US Phone:	(440)449-2662
Extension:	118
NON US Phone:	
Notes:	
Address Line 1:	ANNASHAE CORPORATION
Address Line 2:	673-C ALPHA DRIVE
City:	HIGHLAND HEIGHTS
State/Province:	OH

Country:	UNITED STATES
ZIP/Postal Code:	44143 - 2140

**Optional Points of Contact:**

**Electronic Business Alternate POC**

Title:	OFFICE MANAGER
First Name:	LERONZA
Middle Name:	
Last Name:	CAMPBELL
US Phone:	(440)449-2662
Extension:	113
NON US Phone:	
Notes:	
Address Line 1:	ANNASHAE CORPORATION
Address Line 2:	673-C ALPHA DRIVE
City:	CLEVELAND
State/Province:	OH
Country:	UNITED STATES
ZIP/Postal Code:	44143 - 2140

**Government Business Alternate POC**

Title:	BUSINESS DEVELOPMENT
First Name:	JONPAUL
Middle Name:	
Last Name:	BELLAMY
US Phone:	(440)449-2662
Extension:	407
NON US Phone:	
Notes:	
Address Line 1:	ANNASHAE CORPORATION
Address Line 2:	673-C ALPHA DRIVE
City:	CLEVELAND
State/Province:	OH
Country:	UNITED STATES
ZIP/Postal Code:	44143 - 2140



IBM-P-20200214-1547  
WWW8

- Search Records
- Data Access
- Check Status
- About
- Help
- Disclaimers
- Accessibility
- Privacy Policy
- FAPIS.gov
- GSA.gov/IAE
- GSA.gov
- USA.gov

## **FAR & DFARS Report**

**Certification for: Annashae Corporation**

**DUNS: 103562666**

**Certification Validity From: Tue Jul 23 15:13:32 EDT 2019**

**To : Wed Jul 22 15:13:32 EDT 2020**

I have read each of the FAR and DFARS provisions presented on this page. By submitting this certification, I, Robert Bellamy, am attesting to the accuracy of the representations and certifications contained herein, including the entire NAICS table. I understand that I may be subject to criminal prosecution under Section 1001, Title 18 of the United States Code or civil liability under the False Claims Act if I misrepresent Annashae Corporation in any of these representations or certifications to the Government.

By maintaining an active entity registration in SAM, the entity complied with requirements to report proceedings data in accordance with FAR 52.209-7 Information Regarding Responsibility Matters and with requirements to report executive compensation data in accordance with FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards.

### **FAR 52.203-2 Certificate of Independent Price Determination (Apr 1985)**

- (a) The offeror certifies that-
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
    - (i) Those Prices
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
  - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision RBELLAMY, CEO; LERONZA CAMPBELL, OPERATIONS MANAGER; JONPAUL BELLAMY, RECRUTER MGR And BUSINESS DEVELOPMENT;  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and  
(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**(End of Provision)**

### **FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)**

- (a) Definitions. As used in this provision-"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions"(52.203-12).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**(End of Provision)**

**FAR 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017)**

As prescribed in 3.909-3(a), insert the following provision: Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017)

(a) Definition.

Internal confidentiality agreement or statement, subcontract, and subcontractor, as used in this provision, are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

**(End of Provision)**

**FAR 52.204-3 Taxpayer Identification (Oct 1998)**

(a) Definitions

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\*  TIN on file.

\*  TIN has been applied for.

\* TIN is not required because:

\*  Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\*  Offeror is an agency or instrumentality of a foreign government;

\*  Offeror is an agency or instrumentality of the Federal Government.

- (e) Type of organization.  
 \*  sole proprietorship;  
 \*  Partnership;  
 \*  Corporate entity (not tax-exempt);  
 \*  Corporate entity (tax-exempt);  
 \*  Government entity (Federal, State, or local);  
 \*  Foreign government;  
 \*  International organization per 26 CFR 1.6049-4;  
 \*  Other

- (f) Common parent.  
 \*  Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.  
 \*  Name:  
 TIN:

**(End of Provision)**

**FAR 52.204-5 Women-Owned Business (Other Than Small Business) (Oct 2014)**

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it  is a women-owned business concern.

**(End of Provision)**

**FAR 52.204-17 Ownership or Control of Offeror (Jul 2016)**

(a) Definition. As used in this provision--  
 Commercial and Government Entity (CAGE) code means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it  has or  does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.\*

(c) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_  
 Immediate owner legal name: Offeror asserts international ownership. They must provide the owner's NCAGE Code within 90 days of registration.  
 (Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity?

Yes  No

(d) If the Offeror indicates "yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_  
Highest-level owner legal name: Offeror asserts international ownership. They must provide the owner's NCAGE Code within 90 days of registration.  
(Do not use a "doing business as" name)

\*Currently, only one Immediate or Highest-Level Owner may be identified by a CAGE Code. If the offeror has more than one (such as a joint venture) at either level of ownership, they must select only one to report.

**(End of Provision)**

**FAR 52.204-20 Predecessor of Offeror (Jul 2016)**

(a) Definitions. As used in this provision--

"Commercial and Government Entity (CAGE) code" means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it  is or  is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE Code: \_\_\_\_\_  
(or mark "Unknown").  
Predecessor legal name: \_\_\_\_\_  
(Do not use a "doing business as" name)

**(End of Provision)**

**FAR 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation (Nov 2015)**

(a) Definitions. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. the offeror represents that-  
(1) It  is  is not an inverted domestic corporation; and  
(2) It  is  is not a subsidiary of an inverted domestic corporation.

**(End of Provision)**

**FAR 52.209-5 Certification Regarding Responsibility Matters (OCT 2015)**



- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that-
- (i) The Offeror and/or any of its Principals-
    - (A) Are  Are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have  Have not  , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property(if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);
    - (C) Are  Are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
    - (D) Have  Have not  , within a three-year period preceding this offer, been notified of any delinquent Federal Taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.
  - (1) Federal taxes are considered delinquent if both of the following criteria apply:
    - (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
  - (2) Examples:
    - (i) The taxpayer has received a statutory notice of deficiency, under I.R.C.6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
    - (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
    - (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C.6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
    - (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C 362 (the Bankruptcy Code).
  - (ii) The Offeror has  , has not  , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).  
This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**(End of Provision)**

**FAR 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)**

Definitions. As used in this clause- "Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Subsidiary" means an entity in which more than 50 percent of the entity is owned-

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor

fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**(End of Provision)**

**FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)**

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It  is  is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It  is  is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

**(End of Provision)**

**FAR 52.212-3 Offeror Representations and Certifications - Commercial Items (Oct 2018)**

The NAICS Codes you selected on the Goods and Services page of this registration are listed in the table under 52.212-3(c). Those NAICS Codes for which you are identified as small serve to complete the small business concern representation in 52.212-3(c)(1).

You are certifying to your size status for all the NAICS codes in the table. Please review it carefully. The Y/N answers are located in the "Small Business?" column. A "Y" indicates "Small" and "N" indicates "Other than Small." This status is derived from the SBA's size standards based on the size metrics you entered.

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certifications electronically in the System for Award Management (SAM), accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision-

"Commercial and Government Entity (CAGE) code" means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible for the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Internal confidentiality agreement or statement" means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

"Inverted domestic corporation", means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except-

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"-

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service - disabled veteran - owned small business concern"-

- (1) Means a small business concern-
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
  - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subcontract" means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned-

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the

predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Veteran owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States or its outlying areas. Check all that apply.

NAICS Code	Name	NAICS Exception	Size Standard	Small Business?
541612	Human Resources Consulting Services		\$15000000.00	Y
561311	Employment Placement Agencies		\$27500000.00	Y
561312	Executive Search Services		\$27500000.00	Y
561320	Temporary Help Services		\$27500000.00	Y
621111	Offices of Physicians (except Mental Health Specialists)		\$11000000.00	Y
621112	Offices of Physicians, Mental Health Specialists		\$11000000.00	Y
621210	Offices of Dentists		\$7500000.00	Y
621320	Offices of Optometrists		\$7500000.00	Y
621330	Offices of Mental Health Practitioners (except Physicians)		\$7500000.00	Y
621399	Offices of All Other Miscellaneous Health Practitioners		\$7500000.00	Y
621999	All Other Miscellaneous Ambulatory Health Care Services		\$15000000.00	Y
623110	Nursing Care Facilities (Skilled Nursing Facilities)		\$27500000.00	Y

- (1)\* Small business concern. The offeror represents as part of its offer that it [X] is, [ ] is not a small business concern.
- (2)\* Veteran-owned small business concern. The offeror represents as part of its offer that it [X] is, [ ] is not a veteran-owned small business concern.
- (3)\* Service-disabled veteran-owned small business concern. The offeror represents as part of its offer that it [X] is, [ ] is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. The offeror represents, that it [X] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5)\* Women-owned small business concern. The offeror represents that it [ ] is, [X] is not a women-owned small business concern.

\*Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern size status is calculated based on the Small Business Administration size standard for each NAICS code using the size metrics (e.g. Average Number of Employees and Average Annual Receipts) provided by Annashae Corporation in their SAM registration.

(6)\*\* Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision] The offeror represents that:

- (i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture:] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7)\*\* Economically disadvantaged women-owned small business (EDWOSB) concern . [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that:

- (i) It [ ] is, [ ] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

State Eligible Labor Surplus: Civil Jurisdictions Included:

Surplus Area	Civil Jurisdiction	State
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(10) HUBZone small business concern. The offeror represents, as part of its offer, that-

- (i) It [ ] is, It[X] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified in accordance with 13 CFR part 126; and

- (ii) It [ ] is, It[X] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

- (i) It [X] has It [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

- (ii) It [ ] has It [X] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

- (i) It [ ] has developed and has on file, It [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

- (ii) It [X] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).(Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR)52.225-1, Buy American-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act- Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":  
Canadian End Products:

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":  
Canadian or Israeli End Products:

(4) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1)  Are  Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2)  Have  Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3)  Are  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4)  Have  Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples:

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C.6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court Review, this will not be a final tax liability under the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C.6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C.6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U. S. C 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Products	Listed Country of Origin
Bamboo	Burma
Beans (green, soy, yellow)	Burma
Brazil Nuts/Chestnuts	Bolivia
Bricks	Afghanistan, Burma, China, India, Nepal, Pakistan
Carpets	Nepal, Pakistan
Cattle	South Sudan
Cassiterite	Democratic Republic of Congo
Coal	Pakistan
Coca (stimulant plant)	Colombia
Cocoa	Cote d'Ivoire, Nigeria
Coffee	Cote d'Ivoire
Coltan	Democratic Republic of Congo
Cotton	Benin, Burkina Faso, China, Tajikistan, Uzbekistan
Cottonseed (hybrid)	India
Diamonds	Sierra Leone
Dried Fish	Bangladesh
Electronics	China
Embroidered Textiles (zari)	India, Nepal
Fish	Ghana
Garments	Argentina, India, Thailand, Vietnam
Gold	Burkina Faso, Democratic Republic of Congo
Granite	Nigeria
Gravel (crushed stones)	Nigeria
Pornography	Russia
Rice	Burma, India, Mali
Rubber	Burma
Shrimp	Thailand
Stones	India, Nepal
Sugarcane	Bolivia, Burma
Teak	Burma
Textiles (hand-woven)	Ethiopia
Tilapia (fish)	Ghana
Tobacco	Malawi
Toys	China
Wolframite	Democratic Republic of Congo

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of Manufacture (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

FSC Code	Place Of Manufacture
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(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards(Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror  does  does not certify that \_\_\_

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror  does,  does not certify that \_\_\_

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies \_\_\_

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\*  TIN on file.

\*  TIN has been applied for.

\* TIN is not required because:

\*  Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\*  Offeror is an agency or instrumentality of a foreign government;

\*  Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\*  sole proprietorship;

\*  Partnership;

\*  Corporate entity (not tax-exempt);

\*  Corporate entity (tax-exempt);

\*  Government entity (Federal, State, or local);

\*  Foreign government;

\*  International organization per 26 CFR 1.6049-4;

\*  Other

(5) Common parent.

\*  Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\*  Name:

TIN:

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. the offeror represents that-

- (i) It  is  is not an inverted domestic corporation; and
- (ii) It  is  is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

- (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.)

(1) The Offeror represents that it  has or  does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.\*

(2) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_

Immediate owner legal name: Offeror asserts international ownership. They must provide the owner's NCA  
Code within 90 days of registration.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity?

Yes  No

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_

Highest-level owner legal name: Offeror asserts international ownership. They must provide the owner's NCA  
Code within 90 days of registration.

(Do not use a "doing business as" name)

\*Currently, only one Immediate or Highest-Level Owner may be identified by a CAGE Code. If the offeror has more than one (such as a joint venture) at either level of ownership, they must select only one to report.

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that-

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that-

(i) It  is  is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It  is  is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it  is or  is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE Code: \_\_\_\_\_  
(or mark "Unknown").  
Predecessor legal name: \_\_\_\_\_  
(Do not use a "doing business as" name)

(s) Reserved.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner)  does  does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner)  does  does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

#### Alternate I (Oct 2014)

As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(End of Provision)

**FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Oct 2018)**

(a)The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) [Reserved].
- (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- (10) [Reserved].
- (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- (ii) Alternate I (Nov 2011) of 52.219-3.
- (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) Alternate I (Jan 2011) of 52.219-4.
- (13) [Reserved]
- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Nov 2016) of 52.219-9.
- (iii) Alternate II (Nov 2016) of 52.219-9.
- (iv) Alternate III (Nov 2016) of 52.219-9.
- (v) Alternate IV (Nov 2016) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).  
Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).
- (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Oct 2015) of 52.223-13.
- (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-14.
- (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-16.
- (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (ii) Alternate I (Jan 2017) of 52.224-3.
- (48) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
- (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (May 2014) of 52.225-3.
- (iii) Alternate II (May 2014) of 52.225-3.

- (iv) Alternate III (May 2014) of 52.225-3.
- (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (57) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (58) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (61) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(12)).
- (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
  - (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
  - (iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
  - (v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
  - (vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
  - (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
  - (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
  - (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)
  - (x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
  - (xi) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
  - (xii)
    - (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
    - (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
  - (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
  - (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
  - (xv) 52.222-54, Employment Eligibility Verification (Oct 2015).
  - (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (Executive Order 13658).
  - (xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016)).
  - (xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
  - (xx)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
  - (B) Alternate I (Jan 2017) of 52.224-3.
  - (xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
  - (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
  - (xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

#### **ALTERNATE I (Feb 2000)**

As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause."

#### **ALTERNATE II (Jan 2017)**

As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to-

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than-

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(E) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(F) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(G) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(H) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(I) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(J) (1) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

(2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(K) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(L) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(M) 52.222-54, Employment Eligibility Verification (Oct 2015) (Executive Order 12989).

(N) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(O) 52.222-59 Compliance with Labor Laws (Executive Order 13673) (Oct 2016).

Note to paragraph (e)(1)(ii)(O): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(P) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(Q) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(R)(1)52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(2)Alternate I (Jan 2017) of 52.224-3.

(S) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note)

(T) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(U) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

**(End of Provision)**

#### **FAR 52.214-14 Place of Performance-Sealed Bidding (Apr 1985)**

(a) The bidder, in the performance of any contract resulting from this solicitation, [ ] intends, [X] does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

**(End of Provision)**

#### **FAR 52.215-6 Place of Performance (Oct 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends [X] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

**(End of Provision)**

#### **FAR 52.219-1 Small Business Program Representations (Oct 2014)**



The NAICS Codes you selected on the Goods and Services page of this registration are listed in the table under 52.219-1(c). Those NAICS Codes for which you are identified as small serve to complete the small business concern representation in 52.219-1(c)(1).

You are certifying to your size status for all the NAICS codes in the table. Please review it carefully. The Y/N answers are located in the "Small Business?" column. A "Y" indicates "Small" and "N" indicates "Other than Small." This status is derived from the SBA's size standards based on the size metrics you entered.

(a) Definitions. As used in this provision-

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and  
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

"Small disadvantaged business concern," consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) The North American Industry Classification System (NAICS) code for this acquisition is See Note.\*

(2) The small business size standard is See Note.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations

NAICS Code	Name	NAICS Exception	Size Standard	Small Business?
541612	Human Resources Consulting Services		\$15000000.00	Y
561311	Employment Placement Agencies		\$27500000.00	Y
561312	Executive Search Services		\$27500000.00	Y
561320	Temporary Help Services		\$27500000.00	Y
621111	Offices of Physicians (except Mental Health Specialists)		\$11000000.00	Y
621112	Offices of Physicians, Mental Health Specialists		\$11000000.00	Y
621210	Offices of Dentists		\$7500000.00	Y
621320	Offices of Optometrists		\$7500000.00	Y
621330	Offices of Mental Health Practitioners (except Physicians)		\$7500000.00	Y
621399	Offices of All Other Miscellaneous Health Practitioners		\$7500000.00	Y
621999	All Other Miscellaneous Ambulatory Health Care Services		\$15000000.00	Y
623110	Nursing Care Facilities (Skilled Nursing Facilities)		\$27500000.00	Y

- (1)\*\* The offeror represents as part of its offer that it [X] is, [ ] is not a small business concern (see below).
- (2)\*\* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it [X] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3)\*\* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [X] is not a women-owned small business concern. (See Below)
- (4)\*\* Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that-
- (i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (5)\*\* Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that-
- (i) It [ ] is, [ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [X] is, [ ] is not a veteran-owned small business concern.
- (7)\*\* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [X] is, [ ] is not a service-disabled veteran-owned small business concern. (See Below)
- \*If you are responding to a Government solicitation for supplies or services under a NAICS code not listed in paragraph (b) of this certification, you must provide this certification directly to the Contracting Officer.

\*\*Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern size status is calculated based on the Small Business Administration size standard for each NAICS code using the size metrics (e.g. Average Number of Employees and Average Annual Receipts) provided by Annashae Corporation in their SAM registration.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It [ ] is, [X] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [X] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged woman-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, or 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**Alternate I (Sept 2015)**

As prescribed in 19.309(a)(2), add the following paragraph (c)(9) to the basic provision:

(9) [Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.] The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

**(End of Provision)**

**FAR 52.219-2 Equal Low Bids (Oct 1995)**

(a) This provision applies to small business concerns only

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

Surplus Area	Civil Jurisdiction	State
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(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

**(End of Provision)**

**FAR 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2001)**

(a) Definition:

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Products	Listed Country of Origin
Bamboo	Burma
Beans (green, soy, yellow)	Burma
Brazil Nuts/Chestnuts	Bolivia
Bricks	Afghanistan, Burma, China, India, Nepal, Pakistan
Carpets	Nepal, Pakistan
Cattle	South Sudan
Cassiterite	Democratic Republic of Congo
Coal	Pakistan
Coca (stimulant plant)	Colombia
Cocoa	Cote d'Ivoire, Nigeria
Coffee	Cote d'Ivoire
Coltan	Democratic Republic of Congo
Cotton	Benin, Burkina Faso, China, Tajikistan, Uzbekistan
Cottonseed (hybrid)	India
Diamonds	Sierra Leone
Dried Fish	Bangladesh
Electronics	China
Embroidered Textiles (zari)	India, Nepal
Fish	Ghana
Garments	Argentina, India, Thailand, Vietnam
Gold	Burkina Faso, Democratic Republic of Congo
Granite	Nigeria
Gravel (crushed stones)	Nigeria
Pornography	Russia
Rice	Burma, India, Mali
Rubber	Burma
Shrimp	Thailand
Stones	India, Nepal
Sugarcane	Bolivia, Burma
Teak	Burma
Textiles (hand-woven)	Ethiopia
Tilapia (fish)	Ghana
Tobacco	Malawi
Toys	China
Wolframite	Democratic Republic of Congo

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision

(1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

(2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

**(End of Provision)**

**FAR 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)**

The offeror represents that-

(a) It  has It  has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It  has It  has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**(End of Provision)**

**FAR 52.222-25 Affirmative Action Compliance (Apr 1984)**

The offeror represents that-

(a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It [X] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**(End of Provision)**

**FAR 52.222-38 Compliance with Veterans' Employment Reporting Requirements (Feb 2016)**

As prescribed in 22.1310 (c), insert the following provision:

**COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (Feb 2016)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) ( i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has filed the most recent VETS-4212 Report required by that clause.

**(End of Provision)**

**FAR 52.222-48 Certification (May 2014)**

(a) The offeror shall check the following certification:

Certification

The offeror [ ] does certify [X] does not certify that -

(1) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;

(2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and

(3) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract are the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Labor Standards statute-

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision-

(1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, will not be included in any resultant contract awarded to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

**(End of Provision)**

**FAR 52.222-50 Combating Trafficking in Persons (MAR 2015)**

As prescribed in 22.1705(a)(1), insert the following clause:

**COMBATING TRAFFICKING IN PERSONS (MAR 2015)**

(a) Definitions. As used in this clause-

"Agent" means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

"Coercion" means-

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

"Commercially available off-the-shelf (COTS) item" means-

- (1) Any item of supply (including construction material) that is-
  - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Forced Labor" means knowingly providing or obtaining the labor or services of a person-

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of-

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means-

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not-

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;
- (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees recruitment fees;
- (7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-
  - (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
  - (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-
    - (ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is-
      - (A) Legally permitted to remain in the country of employment and who chooses to do so; or
      - (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
    - (iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
  - (8) Provide or arrange housing that fails to meet the host country housing and safety standards; or
  - (9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

- (c) Contractor requirements. The Contractor shall-
- (1) Notify its employees and agents of-
    - (i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and
    - (ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
  - (2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

- (d) Notification.
- (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of-
    - (i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and
    - (ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.
  - (2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

- (e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in-
- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
  - (2) Requiring the Contractor to terminate a subcontract;
  - (3) Suspension of contract payments until the Contractor has taken appropriate remedial action;
  - (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
  - (5) Declining to exercise available options under the contract;
  - (6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
  - (7) Suspension or debarment.

- (f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:
- (1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
  - (2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

- (g) Full cooperation.
- (1) The Contractor shall, at a minimum-
    - (i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
    - (ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;
    - (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
    - (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.
  - (2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-
    - (i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
    - (ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
    - (iii) Restrict the Contractor from-
      - (A) Conducting an internal investigation; or
      - (B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

- (h) Compliance plan.
- (1) This paragraph (h) applies to any portion of the contract that-
- (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
- (ii) Has an estimated value that exceeds \$500,000.
- (2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate-
- (i) To the size and complexity of the contract; and
- (ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.
- (3) Minimum requirements. The compliance plan must include, at a minimum, the following:
- (i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.
- (ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at [help@befree.org](mailto:help@befree.org).
- (iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
- (iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.
- (v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.
- (4) Posting.
- (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.
- (ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.
- (5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that-
- (i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and
- (ii) After having conducted due diligence, either-
- (A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or
- (B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.
- (i) Subcontracts.
- (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-
- (A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
- (B) Has an estimated value that exceeds \$500,000.
- (2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

**(End of Provision)**

**FAR 52.222-52 Certification (May 2014)**

- (a) The offeror shall check the following certification:

Certification

The offeror [ ] does[X] does not certify that -

- (1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;
- (3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.



(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR22.1003-4(d)(3) that the Service Contract Labor Standards statute-

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision-

(1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

**(End of Provision)**

**FAR 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (MAR 2015)**

As prescribed in 22.1705(b), insert the following provision:

**CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015)**

(a) The term "commercially available off-the-shelf (COTS) item," is defined in the clause of this solicitation entitled "Combating Trafficking in Persons" (FAR clause 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that-

- (1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and
- (2) Has an estimated value that exceeds \$500,000.

(c) The certification shall state that-

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either-

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

**(End of Provision)**

**FAR 52.223-1 Biobased Product Certification (May 2012)**

(a) As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

**(End of Provision)**

**FAR 52.223-4 Recovered Material Certification (May 2008)**

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

[X] certifies compliance with 52.223-4

**(End of Provision)**

**FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)**

**Alternate I (May 2008)**

As prescribed in 23.406(d), redesignate paragraph (b) of the basic clause as paragraph (c) and add the following paragraph (b) to the basic clause:

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

#### **Certification**

[X] I, Robert Bellamy (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated items met the applicable contract specifications or other contractual requirements.

Submission of this record serves as the signature for this Certification

[Signature of the Officer or Employee]

Robert Bellamy  
[Typed Name of the Officer or Employee]

[Title]

(Doing Business As:)  
[Name of Company, Firm, or Organization]

Tue Jul 23 15:13:32 EDT 2019  
[Date]

**(End of Provision)**

#### **FAR 52.223-22 Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation (Dec 2016)**

As prescribed in 23.804(b), insert the following provision:  
Public Disclosure of Greenhouse Gas Emissions and Reduction Goals- Representation (Dec 2016)

(a) This representation shall be completed if the Offeror received \$7.5 million or more in Federal contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(b) Representation [Offeror is to check applicable blocks in paragraphs (b)(1) and (2).]

(1) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(2) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose a quantitative greenhouse emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(3) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(c) If the Offeror checked "does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

**(End of Provision)**

#### **FAR 52.225-2 Buy American Act Certificate (May 2014)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(b) Foreign End Products:

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

**(End of Provision)**

#### **FAR 52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate (May 2014)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":  
Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:"

(c) The offeror shall list those supplies that are foreign endproducts (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

#### **Alternate I (May 2014)**

As prescribed in 25.1101 (b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:  
(b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":  
Canadian End Products:

#### **Alternate II (May 2014)**

As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:  
(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":  
Canadian or Israeli End Products:

#### **Alternate III (May 2014)**

As prescribed in 25.1101(b)(2)(iv), substitute the following paragraph (b) for paragraph (b) of the basic provision:  
(b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":  
Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

**(End of Provision)**

#### **FAR 52.225-6 Trade Agreements Certificate (May 2014)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, or designated country, end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made, or designated country, end products.  
Other End Products:

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made, or designated country, end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made, or designated country, end products unless the Contracting Officer determines that there are no offers for those products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

**(End of Provision)**

#### **FAR 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan-Certification (Aug 2009)**

(a) Definitions. As used in this provision-

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means-

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007(Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

**(End of Provision)**

**FAR 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certifications (Oct 2015)**

(a) Definitions. As used in this provision-

"Person"-

(1) Means-

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive technology"-

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror-

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11s1dn.pdf>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if-

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

**(End of Provision)**

**FAR 52.226-2 Historically Black College or University and Minority Institution Representation (Oct 2014)**

(a) Definitions. As used in this provision-

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2.

"Minority institution" means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a).

(b) Representation. The offeror represents that it-  
[ ] is [X] is not a historically black college or university;

[ ] is [X] is not a minority institution.

**(End of Provision)**

**FAR 52.227-6 Royalty Information (Apr 1984)**

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

**(End of Provision)**

**FAR 52.227-15 Limited Rights Data and Restricted Computer Software (Dec 2007)**

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data-General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block]-

(1) [X] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software; or

(2) [ ] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

**(End of Provision)**

**DFARS 252.209-7002 Disclosure of Ownership or Control by a Foreign Government.**

As prescribed in 209.104-70(b), use the following provision:

**DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2010)**

(a) Definitions. As used in this provision-

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"-

(i) Means-

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means-

(i) Top Secret information;

(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Phone Number: 0 0

International Number: 0

Name and Address of Offeror

(Doing Business As:)

**(End of Provision)**

**DFARS 252.209-7003 Reserve Officer Training Corps and Military Recruiting on Campus-Representation.**

As prescribed in 209.470-4(a), use the following provision:

**RESERVE OFFICER TRAINING CORPS AND MILITARY RECRUITING ON CAMPUS (MAR 2012)**

(a) Definitions. "Institution of higher education," as used in this provision, is defined in the clause at 252.209-7005, Reserve officer Training Corps and Military Recruiting on Campus.

(b) Limitation on contract award. Except as provided in paragraph (c) of this provision, an institution of higher education is ineligible for contract award if the Secretary of Defense determines that the institution has a current policy or practice (regardless of when implemented) that prohibits or in effect prevents-

(1) The Secretary of a military department from maintaining, establishing, or operating a unit of the Senior Reserve Officer Training Corps (ROTC) (in accordance with 10 U.S.C. 654 and other applicable Federal laws) at that institution;

(2) A student at that institution from enrolling in a unit of the Senior ROTC at another institution of higher education;

(3) The Secretary of a military department or the Secretary of Transportation from gaining entry to campuses, or access to students (who are 17 years of age or older) on campuses, for purposes of military recruiting; or

(4) Military recruiters from accessing, for purposes of military recruiting, the following information pertaining to students (who are 17 years of age or older) enrolled at that institution:

(i) Name.

(ii) Address.

(iii) Telephone number.

(iv) Date and place of birth.

(v) Educational level.

(vi) Academic major.

(vii) Degrees received.

(viii) Most recent educational institution enrollment.

(c) Exception. The limitation in paragraph (b) of this provision does not apply to an institution of higher education if the Secretary of Defense determines that the institution has a long-standing policy of pacifism based on historical religious affiliation. -

(d) Representation. By submission of its offer, the offeror represents that the institution does not have any policy or practice described in paragraph (b) of this clause, unless the Secretary of Defense has determined that the institution has a long-standing policy of pacifism based on historical religious affiliation.

**(End of Provision)**

**DFARS 216-7008 Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government-Representation.**

As prescribed in 216.203-4-70(c)(2), use the following provision:

**ECONOMIC PRICE ADJUSTMENT-WAGE RATES OR MATERIAL PRICES CONTROLLED BY A FOREIGN GOVERNMENT-REPRESENTATION (MAR 2012)**

(a) By submission of its offer, the offeror represents that the prices set forth in this offer-

(1) Are based on the wage rate(s) or material price(s) established and controlled by the Government of and

(2) Do not include contingency allowances to pay for possible increases in wage rates or material prices.

**(End of Provision)**

**DFARS 252.225-7000 Buy American--Balance of Payments Program Certificate.**

As prescribed in 225.1101(1), use one of the following provisions:Basic.

As prescribed in 225.1101(1)(i), use the following provision:

**BUY AMERICAN-BALANCE OF PAYMENTS PROGRAM CERTIFICATE -BASIC (NOV 2014)**

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" have the meanings given in the Buy American and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program-Basic clause of this solicitation, the offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

#### **ALTERNATE I (NOV 2014)**

As prescribed in 225.1101(1)(ii), use the following provision, which adds "South Caucasus/Central and South Asian (SC/CASA) state" and "South Caucasus/Central and South Asian (SC/CASA) state end product" in paragraph (a), and replaces "qualifying country end products" in paragraphs (b)(2) and (c)(2) with "qualifying country end products or SC/CASA state end products":

#### **BUY AMERICAN-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-ALTERNATE I (NOV 2014)**

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "United States," as used in this provision, have the meanings given in the Buy American and Balance of Payments Program-Alternate I clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products or SC/CASA state end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program-Alternate I clause of this solicitation, the offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products or SC/CASA state end products:

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

#### **(End of Provision)**

#### **DFARS 252.225-7003 Report of Intended Performance Outside the United States and Canada-Submission with Offer.**

As prescribed in 225.7204(a), use the following provision:

**REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-SUBMISSION WITH OFFER (Oct 2015)**

(a) Definition. "United States," as used in this provision, means the 50 States, the District of Columbia, and outlying areas.

(b) The offeror shall submit, with its offer, a report of intended performance outside the United States and Canada if-

(1) The offer exceeds \$13.5 million in value; and

(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-

(i) Exceeds \$700,000 in value; and

(ii) Could be performed inside the United States or Canada.

(c) Information to be reported includes that for-

(1) Subcontracts;

(2) Purchases; and

(3) Intracompany transfers when transfers originate in a foreign location.



- (d) The offeror shall submit the report using-
  - (1) DD Form 2139, Report of Contract Performance Outside the United States; or
  - (2) A computer-generated report that contains all information required by DD Form 2139.

(e) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

**(End of Provision)**

**DFARS 252.225-7020 Trade Agreements Certificate**

As prescribed in 225.1101(5), use one of the following provisions:

Basic. As prescribed in 225.1101(5)(i), use the following provision:

TRADE AGREEMENTS CERTIFICATE-BASIC (NOV 2014)

(a) Definitions. "Designated country end product," "nondesignated country end product," "qualifying country end product," and "U.S.-made end product" as used in this provision have the meanings given in the Trade Agreements-Basic clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless-

- (i) There are no offers of such end products;
- (ii) The offers of such end products are insufficient to fulfill the Government's requirements; or
- (iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements-Basic clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

**ALTERNATE I (OCT 2014)**

As prescribed in 225.1101(5)(ii), use the following provision, which uses different paragraphs (a), (b)(2), and (c) than the basic clause:

TRADE AGREEMENTS CERTIFICATE-ALTERNATE I (NOV 2014)

(a) Definitions. "Designated country end product," "nondesignated country end product," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "U.S.-made end product," as used in this provision, have the meanings given in the Trade Agreements-Alternate I clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, SC/CASA state, or designated country end products unless-

- (i) There are no offers of such end products;
- (ii) The offers of such end products are insufficient to fulfill the Government's requirements; or
- (iii) A national interest waiver has been granted

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Trade Agreements-Alternate I clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2)(ii) of this provision, is a U.S.-made, qualifying country, SC/CASA state, or designated country end product.

(2)(i) The following supplies are SC/CASA state end products:

(2)(ii) The following are other nondesignated country end products":

**(End of Provision)**

**DFARS 252.225-7031 Secondary Arab Boycott of Israel.**

As prescribed in 225.7605, use the following provision:

**SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)**

(a) Definitions. As used in this provision-

(1) "Foreign person" means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) "United States" means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) "United States person" is defined in 50 U.S.C. App. 2415(2) and means-

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it-

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

**(End of Provision)**

**DFARS 252.225-7035 Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate.**

As prescribed in 225.1101(9), use one of the following provisions:

Basic. As prescribed in 225.1101(9)(i), use the following provision:

**BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-BASIC (NOV 2014)**

Definitions. "Bahrainian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "foreign end product," "Moroccan end product," "Panamanian end product," "Peruvian end product," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the Buy American-Free Trade Agreements-Balance of Payments Program-Basic clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to the Buy American-Free Trade Agreements- Balance of Payments Program-Basic clause of this solicitation, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act-Free Trade Agreements-Balance of Payments Program clause of this solicitation, the offeror certifies that-

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) end products:

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products:

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

#### **ALTERNATE I (OCT 2013)**

As prescribed in 225.1101(9)(ii), use the following provision, which uses "Canadian end product" in paragraph (a), rather than the phrases "Bahrainian end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Moroccan end product," "Panamanian end product," and "Peruvian end products" in paragraph (a) of the basic provision; uses "Canadian end products" in paragraphs (b)(2) and (c)(2)(i), rather than "Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products" in paragraphs (b)(2) and (c)(2)(ii) of the basic provision; and does not use "Australian or" in paragraph (c)(2)(i):

BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-ALTERNATE I (NOV 2014)

(a) Definitions. "Canadian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the Buy American Free Trade Agreements Balance of Payments Alternate I clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to the Buy American Free Trade Agreements Balance of Payments Alternate I clause of this solicitation, will evaluate offers of qualifying country end products or Canadian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Free Trade Agreements Balance of Payments Alternate I clause of this solicitation, the offeror certifies that-

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Canadian) end products:

(ii) The offeror certifies that the following supplies are Canadian end products:

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

#### **ALTERNATE II (NOV 2012)**

As prescribed in 225.1101(9)(iii), use the following provision, which adds "South Caucasus/Central and South Asian (SC/CASA) state" and "South Caucasus/Central and South Asian (SC/CASA) state end product" to paragraph (a), and uses different paragraphs (b)(2) and (c)(2)(i) than the basic provision:

**BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE--ALTERNATE II (NOV 2014)**

(a) Definitions. "Bahrainian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "foreign end product," "Moroccan end product," "Panamanian end product," "Peruvian end product," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "United States," as used in this provision, have the meanings given in the Buy American Free Trade Agreements Balance of Payments Alternate II clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to the Buy American Free Trade Agreements Balance of Payments Alternate II clause of this solicitation, will evaluate offers of qualifying country end products, SC/CASA state end products, or Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Free Trade Agreements Balance of Payments Alternate II clause of this solicitation, the offeror certifies that-

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) or SC/CASA state end products:

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products:

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

**ALTERNATE III (JUN 2012)**

As prescribed in 225.1101(9)(iv), use the following provision, which uses different paragraphs (a), (b)(2), (c)(2)(i), and (c)(2)(ii) than the basic provision:

**BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE--ALTERNATE III (NOV 2014)**

(a) Definitions. "Canadian end product," "commercially available off-the-shelf (COTS) item," "domestic end product," "foreign end product," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "United States," as used in this provision have the meanings given in the Buy American Free Trade Agreements Balance of Payments Alternate III clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to the Buy American Free Trade Agreements Balance of Payments Alternate III clause of this solicitation, will evaluate offers of qualifying country end products, SC/CASA state end products, or Canadian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Free Trade Agreements Balance of Payments Alternate III clause of this solicitation, the offeror certifies that-

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Canadian) or SC/CASA state end products:

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products:

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

**ALTERNATE IV (NOV 2012)**

As prescribed in 225.1101(9)(v), use the following provision, which adds "Korean end product" to paragraph (a) and uses "Free Trade Agreement country end products other than Bahrainian end products, Korean end products, Moroccan end products, Panamanian end products, or Peruvian end products" in paragraphs (b)(2) and (c)(2)(ii), rather than "Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products" in paragraphs (b)(2) and (c)(2)(ii) of the basic provision:

**BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE--ALTERNATE IV (NOV 2014)**

(a) Definitions. "Bahrainian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "foreign end product," "Korean end product," "Moroccan end product," "Panamanian end product," "Peruvian end product," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the Buy American Free Trade Agreements Balance of Payments Alternate IV clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to the Buy American Free Trade Agreements Balance of Payments Alternate IV clause of this solicitation, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahrainian end products, Korean end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Free Trade Agreements Balance of Payments Alternate IV clause of this solicitation, the offeror certifies that-

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) end products:

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products, Korean end products, Moroccan end products, Panamanian end products, or Peruvian end products:

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

**ALTERNATE V (NOV 2012)**

As prescribed in 225.1101(9)(vi), use the following provision, which uses different paragraphs (a), (b)(2), (c)(2)(i), and (c)(2)(ii) than the basic provision:

**BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE--ALTERNATE V (NOV 2014)**

(a) Definitions. "Bahrainian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "foreign end product," "Korean end product," "Moroccan end product," "Panamanian end product," "Peruvian end product," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "United States," as used in this provision, have the meanings given in the Buy American Act-Free Trade Agreements-Balance of Payments Program-Alternate V clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to the Buy American Free Trade Agreements Balance of Payments Alternate V clause of this solicitation, will evaluate offers of qualifying country end products, SC/CASA state end products, or Free Trade Agreement end products other than Bahrainian end products, Korean end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Free Trade Agreements Balance of Payments Alternate V clause of this solicitation, the offeror certifies that-

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) or SC/CASA state end products:

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products, Korean end products, Moroccan end products, Panamanian end products, or Peruvian end products:

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

**(End of Provision)**

**DFARS 252.225-7042 Authorization to Perform.**

As prescribed in 225.1103(3), use the following provision:

**AUTHORIZATION TO PERFORM (APR 2003)**

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

**(End of Provision)**

**DFARS 252.225-7049 Prohibition on Acquisition of Commercial Satellite Services From Certain Foreign Entities-Representations (Oct 2015)**

As prescribed in 225.772-5, use the following provision:

**PROHIBITION ON ACQUISITION OF COMMERCIAL SATELLITE SERVICES FROM CERTAIN FOREIGN ENTITIES--REPRESENTATIONS (Oct 2015)**

(a) Definitions. As used in this provision--

"Covered foreign country" means-

- (i) The People's Republic of China;
- (ii) North Korea; or
- (iii) Any country that is a state sponsor of terrorism. (10 U.S.C. 2279)

"Foreign entity" means-

(i) Any branch, partnership, group or sub-group, association, estate, trust, corporation or division of a corporation, or organization organized under the laws of a foreign state if either its principal place of business is outside the United States or its equity securities are primarily traded on one or more foreign exchanges.

(ii) Notwithstanding paragraph (i) of this definition, any branch, partnership, group or sub-group, association, estate, trust, corporation or division of a corporation, or organization that demonstrates that a majority of the equity interest in such entity is ultimately owned by U.S. nationals is not a foreign entity. (31 CFR 800.212)

"Government of a covered foreign country" includes the state and the government of a covered foreign country, as well as any political subdivision, agency, or instrumentality thereof.

"Satellite services" means communications capabilities that utilize an on-orbit satellite for transmitting the signal from one location to another.

"State sponsor of terrorism" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, state sponsors of terrorism subject to this provision are Iran, Sudan, and Syria. (10 U.S.C. 2327)

(b) Prohibition on award. In accordance with 10 U.S.C. 2279, unless an exception is determined to apply in accordance with DFARS 225.772-4, no contract for commercial satellite services may be awarded to-

(1) A foreign entity if the Under Secretary of Defense for Acquisition, Technology, and Logistics or the Under Secretary of Defense for Policy reasonably believes that the foreign entity-

(i) Is an entity in which the government of a covered foreign country has an ownership interest that enables the government to affect satellite operations; or

(ii) Plans to, or is expected to, provide or use launch or other satellite services under the contract from a covered foreign country; or

(2) An offeror that is offering to provide the commercial satellite services of a foreign entity as described in paragraph (b)(1) of this section.

(c) Representations. The Offeror represents that-

(1) It [ ] is, [X] is not a foreign entity in which the government of a covered foreign country has an ownership interest that enables the government to affect satellite operations;

(2) It [ ] is, [X] is not a foreign entity that plans to provide or use launch or other satellite services under the contract from a covered foreign country;

(3) It [ ] is, [X] is not offering commercial satellite services provided by a foreign entity in which the government of a covered foreign country has an ownership interest that enables the government to affect satellite operations; and

(4) It [ ] is, [X] is not offering commercial satellite services provided by a foreign entity that plans to or is expected to provide or use launch or other satellite services under the contract from a covered foreign country.

(d) Disclosure. If the Offeror has responded affirmatively to any of the above representations, provide the following information, as applicable:

(1) Identification of the foreign entity proposed to provide the commercial satellite services, if other than the Offeror.

(2) To the extent practicable, a description of any ownership interest that the government of a covered foreign country has in the foreign entity proposed to provide the satellite services, including identification of the covered foreign country.

(3) Identification of any covered foreign country in which launch or other satellite services will be provided or used, and a description of any satellite services planned to be provided or used in that country.

(e) The representations in paragraph (c) of this provision are a material representation of fact upon which reliance will be placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**(End of Provision)**

**DFARS 252.225-7050 Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. (Oct 2015)**

DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (Oct 2015)



(a) Definitions. As used in this provision-

"Government of a country that is a state sponsor of terrorism" includes the state and the government of a country that is a state sponsor of terrorism, as well as any political subdivision, agency, or instrumentality thereof.

"Significant interest" means-

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

"State sponsor of terrorism" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(1)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, state sponsors of terrorism include: Iran, Sudan, and Syria.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, unless a waiver is granted by the Secretary of Defense, no contract may be awarded to a firm if the government of a country that is a state sponsor of terrorism owns or controls a significant interest in-

(1) The firm;

(2) A subsidiary of the firm; or

(3) Any other firm that owns or controls the firm.

(c) Representation. Unless the Offeror submits with its offer the disclosure required in paragraph (d) of this provision, the Offeror represents, by submission of its offer, that the government of a country that is a state sponsor of terrorism does not own or control a significant interest in-

(1) The Offeror;

(2) A subsidiary of the Offeror; or

(3) Any other firm that owns or controls the Offeror.

(d) Disclosure.

(1) The Offeror shall disclose in an attachment to its offer if the government of a country that is a state sponsor of terrorism owns or controls a significant interest in the Offeror; a subsidiary of the Offeror; or any other firm that owns or controls the Offeror.

(2) The disclosure shall include-

(i) Identification of each government holding a significant interest; and

(ii) A description of the significant interest held by each government.

**(End of Provision)**

**DFARS 252.229-7012 Tax Exemptions (Italy)-Representation.**

As prescribed in 229.402-70(c)(2), use the following provision:

**TAX EXEMPTIONS (ITALY)-REPRESENTATION (MAR 2012)**

(a) Exemptions. The United States Government is exempt from payment of-

(1) Imposta Valore Aggiunto (IVA) tax in accordance with Article 72 of the IVA implementing decree on all supplies and services sold to United States Military Commands in Italy; and

(2) The other taxes specified in paragraph (c) of the clause DFARS 252.229-7003, Tax Exemptions (Italy).

(b) Representations. By submission of its offer, the offeror represents that the offered price, including the prices of subcontracts to be awarded under the contract, does not include the taxes identified herein, or any other taxes from which the United States Government is exempt.

**(End of Provision)**

**DFARS 252.229-7013 Tax Exemptions (Spain)-Representation.**

As prescribed in 229.402-70(e), use the following provision:

**TAX EXEMPTIONS (SPAIN)-REPRESENTATION (APR 2012)**

(a) Exemptions. In accordance with tax relief agreements between the United States Government and the Spanish Government, and because the resultant contract arises from the activities of the United States Forces in Spain, the contract will be exempt from the excise, luxury, and transaction taxes listed in paragraph (b) of the clause DFARS 252.229-7005, Tax Exemptions (Spain).

(b) Representation. By submission of its offer, the offeror represents that the offered price, including the prices of subcontracts to be awarded under the contract, does not include the taxes identified herein, or any other taxes from which the United States Government is exempt.

**(End of Provision)**

**DFARS 252.239-7011 Special Construction and Equipment Charges.**

As prescribed in 239.7411(b), use the following clause:

**SPECIAL CONSTRUCTION AND EQUIPMENT CHARGES (DEC 1991)**

(a) The Government will not directly reimburse the Contractor for the cost of constructing any facilities or providing any equipment, unless the Contracting Officer authorizes direct reimbursement.

(b) If the Contractor stops using facilities or equipment which the Government has, in whole or part, directly reimbursed, the Contractor shall allow the Government credit for the value of the facilities or equipment attributable to the Government's contribution. Determine the value of the facilities and equipment on the basis of their foreseeable reuse by the Contractor at the time their use is discontinued or on the basis of the net salvage value, whichever is greater. The Contractor shall promptly pay the Government the amount of any credit.

(c) The amount of the direct special construction charge shall not exceed-

- (1) The actual costs to the Contractor; and
- (2) An amount properly allocable to the services to be provided to the Government.

(d) The amount of the direct special construction charge shall not include costs incurred by the Contractor which are covered by-

- (1) A cancellation or termination liability; or
- (2) The Contractor's recurring or other nonrecurring charges.

(e) The Contractor represents that-

- (1) Recurring charges for the services, facilities, and equipment do not include in the rate base any costs that have been reimbursed by the Government to the Contractor; and
- (2) Depreciation charges are based only on the cost of facilities and equipment paid by the Contractor and not reimbursed by the Government.

(f) If it becomes necessary for the Contractor to incur costs to replace any facilities or equipment, the Government shall assume those costs or reimburse the Contractor for replacement costs at mutually acceptable rates under the following circumstances-

- (1) The Government paid direct special construction charges; or
- (2) The Government reimbursed the Contractor for those facilities or equipment as a part of the recurring charges; and
- (3) The need for replacement was due to circumstances beyond the control and without the fault of the Contractor.

(g) Before incurring any costs under paragraph (f) of this clause, the Government shall have the right to terminate the service under the Cancellation or Termination of Orders clause of this contract.

**(End of Provision)**

**DFARS 252.247-7022 Representation of Extent of Transportation by Sea.**

As prescribed in 247.573(a), use the following provision:

**REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it-

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**(End of Provision)**

**DFARS 252.247-7023 Transportation of Supplies by Sea.**

As prescribed in 247.573(b)(1), use the following clause:

**TRANSPORTATION OF SUPPLIES BY SEA-BASIC (APR 2014)**

(a) Definitions. As used in this clause-

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that-

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date

(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum-

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of steamship company.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief-

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	Item Description	Contract Line Items	Quantity
TOTAL			

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

**ALTERNATE I (APR 2014)**

As prescribed in 247.574(b)(2), use the following clause, which uses a different paragraph (b) than the basic clause.

(a) Definitions. As used in this clause-

"Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

"Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

"Foreign-flag vessel" means any vessel that is not a U.S.-flag vessel.

"Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

"Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

"Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

"U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if the supplies being transported are-

(i) Noncommercial items; or

(ii) Commercial items that-

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations (Note: This contract requires shipment of commercial items in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations); or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that-

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date

(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum-

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of steamship company.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief-

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	Item Description	Contract Line Items	Quantity
TOTAL			

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

**ALTERNATE II (APR 2014)**

As prescribed in 247.574(b)(2), use the following clause, which uses a different paragraph (b) than the basic clause.

(a) Definitions. As used in this clause-

"Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

"Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

"Foreign-flag vessel" means any vessel that is not a U.S.-flag vessel.

"Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

"Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

"Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

"U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if the supplies being transported are-

(i) Noncommercial items; or

(ii) Commercial items that-

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations (Note: This contract requires shipment of commercial items in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations); or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that-

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date

(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum-

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.



(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of steamship company.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief-

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	Item Description	Contract Line Items	Quantity
TOTAL			

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

**(End of Provision)**

**Form A**  
**Contractor Proposal Point of Contact**  
**Request for Proposal Number 6322 Z1**

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the contractor's name and address, and the specific person(s) who are responsible for preparation of the contractor's response.

Preparation of Response Contact Information	
Contractor Name:	ANNASHAE CORPORATION
Contractor Address:	673 Alpha Drive, Suite C Highland Heights, OH 44143
Contact Person & Title:	Leronza Campbell, III, DOO
E-mail Address:	lcampbell@annashae.com
Telephone Number (Office):	440-449-2662 Ext. 113
Telephone Number (Cellular):	317-833-9989
Fax Number:	440-449-2691

Each contractor should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the contractor's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Contractor Name:	ANNASHAE CORPORATION
Contractor Address:	673 Alpha Drive, Suite C Highland Heights, OH 44143
Contact Person & Title:	Leronza Campbell, III, DOO
E-mail Address:	lcampbell@annashae.com
Telephone Number (Office):	440-449-2662 Ext. 113
Telephone Number (Cellular):	317-833-9989
Fax Number:	440-449-2691

**Form B**  
**NDCS Supplemental Contract Information**  
**Request for Proposal Number 6322 Z1**

The Nebraska Department of Correctional Services (NDCS) is committed to the open and fair process for selection of contractual services; additionally, we are committed to upholding the laws of the State of Nebraska, the NDCS Code of Ethics and Conduct, and internal recommendations for improving best business practices.

Please complete the questions below and submit with your bid documents. Responding "yes" to any question will not disqualify you from consideration, but may necessitate a follow-up information request.

Company Name: ANNASHAE CORPORATION

PO Box Address: \_\_\_\_\_

Physical Address: 673 Alpha Drive, Suite C

City/State/Zip: Highland Heights, OH 44143

Phone Number: 440.449.2662

Name/Title of Contact: Leronza Campbell, III, DOO

		YES	NO
1.	To your knowledge do you have any relatives, employees, contractors, sub-contractors, or a personal relationship with anyone who is currently employed by the Nebraska Department of Correctional Services?		X
	If yes, who?		
2.	Has an employee of the Department of Correctional Services performed work for you under your current contract with the NDCS?		X
	If yes, who, how long, and in what capacity?		
3.	Does an employee of the Department of Correctional Services (past or present) hold any corporate position in your company?		X
	If yes, who and what position?		
4.	Incorporated companies, please provide the following information: Name of Corporate Entity: <u>ANNASHAE CORPORATION</u> <u>673 Alpha Drive, Suite C</u> Principle Office Address: <u>Highland Heights, OH 44143</u> Registered Agent and Office Address: <u>Dr. Robert Bellamy, as above</u>		
5.	Non-Incorporated Companies please provide the following information: Owner: _____		

By my signature below, I attest that neither I, nor my company, nor any primary officer or employee in my company has a known conflict of interest with the Nebraska Department of Correctional Services.

DocuSigned by:  
  
1E8FD8E3C17F4C6...  
\_\_\_\_\_  
Company President Signature

Sept. 2, 2020  
\_\_\_\_\_  
Date

## REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

### CONTRACTOR MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the contractor guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that contractor maintains a drug free work place.

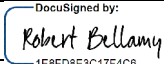
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

\_\_\_\_\_ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Request for Proposal.

\_\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

\_\_\_\_\_ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

### FORM MUST BE SIGNED USING AN INDELIBLE METHOD (OR VIA DOCUSIGN)

FIRM:	ANNASHAE CORPORATION
COMPLETE ADDRESS:	673 Alpha Drive, Suite C Highland Heights, OH 44143
TELEPHONE NUMBER:	440-449-2662
FAX NUMBER:	440-449-2691
DATE:	SEPT. 2, 2020
SIGNATURE:	<small>DocuSigned by:</small> 
TYPED NAME & TITLE OF SIGNER:	DR. ROBERT BELLAMY, CEO

## ADDENDUM ONE SHAREFILE LINK CORRECTIONS

Date: July 14, 2020  
To: All Bidders  
From: Dianna Gilliland/Connie Heinrichs, Buyers  
Nebraska State Purchasing Bureau  
RE: Addendum for RFP Number 6322 Z1 to be opened August 20, 2020 at 2:00:00 p.m. Central

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The ShareFile links have been corrected as follows:

1. Use the following link to electronically submit written questions:

<https://nebraska.sharefile.com/r-r9462d4192c84e43a>

2. Use the following link to electronically submit proposals:

<https://nebraska.sharefile.com/r-rce710b676fa481aa>

3. For each link above, the landing page will ask for the following information:

Entering the information below will provide an email confirmation of the upload for the bidder and the State.

To continue, please enter your information below.

Email

! This field is required.

First Name

Last Name

Company

Remember Me

Your information will be used for internal tracking purposes only. It will not be shared with third parties.

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal response.

## ADDENDUM TWO REVISED SCHEDULE OF EVENTS

Date: August 3, 2020

To: All Bidders

From: Dianna Gilliland/Connie Heinrichs, Buyers  
AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Request for Proposal 6322 Z1 to be opened August 20, 2020 at 2:00 p.m.  
Central

### Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

ACTIVITY		DATE/TIME
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	<del>August 4, 2020</del> August 7, 2020
4.	Electronic Proposal Opening Electronic proposals are only being accepted due to the challenges of COVID-19.  Upload electronic submissions via ShareFile.  IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES WITH ENOUGH AMOUNT OF TIME IN CASE OF USER ISSUE OR SOFTWARE ISSUE.	August 20, 2020 2:00 PM Central Time
5.	Review for conformance to Request for Proposal requirements	August 20-21, 2020
6.	Evaluation period	August 24, 2020 – September 8, 2020
7.	Presentations and/or Demonstrations (if required)	To Be Determined
8.	Post "Notification of Intent to Award" to: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	September 11, 2020
9.	Contract finalization period	September 11, 2020 – September 29, 2020
10.	Contract award	September 29, 2020
11.	Contractor start date	October 1, 2020

This Addendum will become part of the proposal and should be acknowledged with the Request for Proposal.

## ADDENDUM THREE REVISED SCHEDULE OF EVENTS

Date: August 7, 2020

To: All Bidders

From: Dianna Gilliland/Connie Heinrichs, Buyers  
AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Request for Proposal 6322 Z1 to be opened ~~August 20, 2020~~ **TBD** at 2:00 p.m. Central Time

### Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

ACTIVITY	DATE/TIME
3. State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	<del>August 4, 2020</del> <del>August 7, 2020</del> <b>TBD</b>
4. Electronic Proposal Opening Electronic proposals are only being accepted due to the challenges of COVID-19. Upload electronic submissions via ShareFile.  IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES WITH ENOUGH AMOUNT OF TIME IN CASE OF USER ISSUE OR SOFTWARE ISSUE.	August 20, 2020 2:00 PM Central Time <b>TBD</b>
5. Review for conformance to Request for Proposal requirements	August 20-21, 2020 <b>TBD</b>
6. Evaluation period	August 24, 2020 – September 8, 2020 <b>TBD</b>
7. Presentations and/or Demonstrations (if required)	To Be Determined
8. Post "Notification of Intent to Award" to: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	September 11, 2020 <b>TBD</b>
9. Contract finalization period	September 11, 2020 – September 29, 2020 <b>TBD</b>
10. Contract award	September 29, 2020 <b>TBD</b>
11. Contractor start date	October 1, 2020 <b>TBD</b>

This Addendum will become part of the proposal and should be acknowledged with the Request for Proposal.

## ADDENDUM FOUR QUESTIONS and ANSWERS

Date: August 17, 2020

To: All Bidders

From: Dianna Gilliland/Connie Heinrichs, Buyers  
AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Request for Proposal Number 6322 Z1 to be opened **September 2, 2020** at 2:00 p.m. Central Time

### Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
1			Is the state considering a Managed Services Provider or Vendor Management System (VMS) technology solution for this bid?	No.
2			Is there an incumbent in place for these services currently?  If so is could you please provide the contract number?	This is a new RFP with new requirements. Please provide the best response to meet the requirements of the RFP.  The incumbent(s) are for state agency agreements, not for a consolidated State Purchasing Bureau contract.  Here is a list of the agency agreements including but not limited to the following:  DHHS: 90527-O4, 83532-O4, 90529-O4 and 86545-O4.  NDCS: 60814-O4, 60811-O4, 60812-O4, 60815-O4, 60813-O4, 61123-O4, 60816-O4, 60947-O4 and 85613-O4.  NDVA: 89425 O4.



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3			What are the standard shift lengths for each site?	The standard shift may vary per facility.
4			What are the standard assignment lengths for each site?	Assignment lengths may vary based on the facility needs and could be a daily assignment up to multiple weeks at a time.
5			Is there a preference for local or traveling clinicians to fulfill the roles?	No preference.
6			Does the state to intend award multiple contracts?	The State does anticipate multiple awards.
7			Generally, Locums, Nursing and Allied professionals have separate bids (unless it is VMS/MSP) is the state willing to accept bids with only providing one of the service lines or is it the expectation that the vendor/s selected will need to be able to fulfill all orders?	Refer to RFP Section I.T. AWARD.
8	General Question		What is the estimated budget for this RFP?  If unknown, please specify previous spending.	Estimated budget is unknown as it is dependent on the individual agency facility needs.  Refer to RFP Section V.J, Estimated Usage
9	General Question		Is this a single or multiple award RFP?	Please see the response to Question #6.
10	General Question		Is this a new requirement?  If not, please provide the current vendor(s) providing the service and how are the current services being procured?  Apart from end of tenure, is there any other reason to release this solicitation?  Are there any pain points?	Please see the response to Question #2.  Not applicable.  Not applicable.
11	General Question		Please provide the total number of temporary staffs on current assignments?  Provide the job classification of each worker, vendor assigning the temporary employee, and the pay/bill rate for the temporary employee.	Please see the response to Question #8.  Refer to RFP Section V.J. ESTIMATED USAGE.

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12	General Question		Please provide a copy of the proposal of all current vendors providing temporary staffing, including rate/cost sheets.	Please see the response to Question #2.
13	General Question		What are the most frequently used job categories in the subject matter RFP?	Refer to RFP Section V.J. ESTIMATED USAGE
14	General Question		What is the average length of the assignment?	Please see the response to Question #4.
15	General Question		Please provide list of benefits current employees receiving from the incumbent.	This question is out of scope for this RFP.
16	General Question		Please provide list of client mandates holidays	Refer to RFP Section V.I.1.
17	General Question		Please provide list of vacation and holidays current employees receiving from the incumbent.	This question is out of scope for this RFP.
18	General Question		What is Mandate Living wage and Supplemental benefits?	Refer to RFP Section III.A.
19	General Question		Please provide details on benefits package current incumbent providing to temp staff.	This question is out of scope for this RFP.
20	General Question		Is there any preference to local vendor?	Refer to RFP Section I.P. EVALUATION OF PROPOSALS
21	General Question		Is it mandatory to take subcontractor?	Refer to RFP Section VI.J. SUBCONTRACTORS
22	T-Award	6	How many vendors will be awarded?	Please see the response to Question #6.
23	-	-	Are there any incumbents? If ye, please share the details	Please see the response to Question #2.
24.	-	-	What is the past spend on this contract?	Please see the response to Question #8.
25	-	-	What is the estimated budget?	Please see the response to Question #8.
26	VI Corporate Overview I. Summary of Contractor's Proposed Personnel/Management Approach	73	Do you want representative resumes from our firm, or do you want actual people who will be assigned to the task?  If so, when will the task begin?  OR do you want resumes of our Account Management team?	Refer to RFP Section VI.I., referencing management personnel assigned to the contract if awarded.  Refer to RFP Section I.C. for estimated contract start date(s). Individual medical staffing assignments can't be determined at this time.  Refer to response above.

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27	VII Cost Proposal Requirement A Cost Proposal	74	Do we need to propose a fixed price lump sum amount for the services?  OR can we propose hourly rates for the positions listed in the RFP?	Refer to the Cost Proposal.  Refer to response above.
28	Scope of Service		If there are contract terms that awardee is not able to accept, is there a penalty for not signing the contract?	No, however by signing the Request For Proposal For Contractual Services form, the bidder is agreeing to the RFP terms; unless the bidder has taken exceptions to terms as allowed by the RFP.
29	Scope of Service		Does a bidder automatically agree to contract terms by submitting a bid response?	Please see the response to Question #28.
30	Scope of Service		If there are terms and conditions that the awardee cannot agree to, is the awardee able to decline to accept the contract?	Please see the response to Question #28.
31	Scope of Service		Will State of Nebraska allow for any changes to the language of service agreement such as the terms and conditions, indemnification, insurance requirements, and venue?	The State will consider suggested changes to language with terms that have the table for 'Accept/Reject/Reject & Provide Alternative.' The State reserves the right to reject any and all suggested changes.
32	Scope of Service		Are there specific areas of the RFP that are not allowed to be changed?	Please see the response to Question #31.
33	Scope of Service		Are the terms of the agreement up for discussion or negotiation, if awarded?	Please see the response to Questions #28 and #31.
34	Scope of Service		What vendors is State of Nebraska currently contracted with for <i>(redacted Company Name)</i> services?	Please see the response to Question #2.
35	Scope of Service		How many vendors received this RFP?	The RFP is publicly posted on the State Purchasing Bureau website.
36	Scope of Service		How many vendors will be selected for contract award?	Please see the response to Question #6.
37	Scope of Service		Why is the contract out for bid?  Is it required to be put out for bid?	The bidder should provide a response that best meets the requirements in the RFP.  Not applicable.
38	Scope of Service		How can a newly awarded <i>(redacted Company Name)</i> vendor improve upon the services, as compared to the current vendors and past services?	Please see the response to Question #2.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
39	Scope of Service		Is the State of Nebraska satisfied with the current provider(s) of services?	Please see the response to Question #2.
40	Scope of Service		What would State of Nebraska like to see with the awarded vendor and their approach to the request?	Please see the response to Question #2.
41	Scope of Service		Will State of Nebraska consider bidders to provide additional services that bidders have available?	Please provide the best response to meet the requirements of the RFP.
42	Scope of Service		Is State of Nebraska looking for a Managed Service Provider (MSP) solution to assist with staffing ( <i>redacted Company Name</i> )? A Managed Service Provider manages the temporary worker recruitment for an organization and is responsible for the end-to-end management of the contingent workforce – from supplier management to strategic workforce planning.	Please see the response to Question #1.
43	Scope of Service		Does State of Nebraska need a technology solution for workforce management?	This question is out of scope for this RFP.
44	Scope of Service		Is the State of Nebraska currently utilizing a technology for staffing?	This question is out of scope for this RFP.
45	Scope of Service		Do you offer any telemedicine services?  Would you be interested in that?	This question is out of scope for this RFP.  Refer to answer above.
46	Scope of Service		Will State of Nebraska consider bidders to provide additional services that bidders have available?	Please see the response to Question #41.
47	Terms and Conditions  M INDEMNIFICATION 1/GENERAL	11	Will State of Nebraska consider mutual indemnity and insurance?	No or very limited changes are accepted to these provisions. The Bidder should consider whether they can meet the indemnification and insurance requirement as-written when submitting a bid. The State may consider suggested changes, but the State reserves the right to reject any and all suggested changes.

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48	Terms and Conditions T PERSONAL HEALTH INFORMATION (PHI)	14	Will it be acceptable for vendor to notify and facilitate provisions of this requirement to our independent contractors/providers regarding PHI, since vendor will not have/nor would want access to PHI?	Yes, this is acceptable as long as signed documentation is retained. For services provided in a DHHS facility, the vendor will be required to sign a BAA and adhere to all required obligations state therein, see Exhibit A.
49	Contractor Duties A/INDEPENDENT CONTRACTOR/OBLIGATIONS	17	<i>(Redacted Company Name)</i> Providers are independent contractors, not employees of vendor. Can language be changed to reflect a term other than employee?	The State of Nebraska may contract with an agency who will provide staffing services. Staff provided by Contractor will not be employees of the State of Nebraska.
50	Contractor Duties B/EMPLOYEE WORK ELIGIBILITY STATUS	18	<i>(Redacted Company Name)</i> are independent contractors, not employees of vendor. Is verification of work eligibility status still required?	Yes, verification of work eligibility status is still required.
51	Contractor Duties F/PRICES	19	What are the current hourly billable rates per healthcare provider position for the current contract?	Please see the response to Question #2.
52	Contractor Duties F/PRICES	19	Please clarify for <i>(Redacted Company Name)</i> what pricing should include.	Please see the response to Question #27.
53	Contractor Duties H/PERMITS, REGULATIONS, LAWS	19	Please clarify how this section applies to <i>(Redacted Company Name)</i> medical services.	This requirement may not directly apply to any or all Contractors. Each Contractor is required to ensure the Contractor has all applicable permits and licenses necessary to perform the duties under the contract.
54	Contractor Duties J INSURANCE REQUIREMENTS 1/Worker's Compensation Insurance	20	<i>(Redacted Company Name)</i> physicians, physician assistants and nurse practitioners are Independent Contractors and as such are not employees. Therefore, Worker's Compensation insurance would not be applicable. Will State of Nebraska waive these requirements?	If the Contractor is subject to the Nebraska Workers' Compensation Act, Contractor shall take out and maintain during the life of the contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the Contractor's employees to be engaged in work on the project under the contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
55	Contractor Duties J INSURANCE REQUIREMENTS 2/Commercial General Liability Insurance and Commercial Automobile Liability Insurance MANDATORY COI LIABILITY WAIVER LANGUAGE	21	Our providers will not be driving as part of the medical services provided. Can this requirement be waived?	No. Temporary staff may be driving to an assignment or between facility locations. This requirement protects the State of Nebraska from liability in the event of a vehicle accident on site at a state facility.
56	Contractor Duties J INSURANCE REQUIREMENT S 2/Commercial General Liability Insurance and Commercial Automobile Liability Insurance MANDATORY COI LIABILITY WAIVER LANGUAGE	21	Will State of Nebraska consider waiving the Additional Insured requirement?	No.
57	Contractor Duties J INSURANCE REQUIREMENT S 2/Commercial General Liability Insurance and Commercial Automobile Liability Insurance	21	Commercial General Liability each occurrence/general aggregate: Vendor has standard \$1M/\$3M.	No question provided.
58	Contractor Duties P/NDCS SECURITY Section 1	23	Will NDCS pay for the background security check?  How far in advance of the assignment is the background security check conducted?  Will the results be shared with vendor?	NDCS performs the background checks, in addition to the contractor performing routine background checks, for staff assigned to the facilities at no cost to the contractor.  It may take several days for completion of the security check.  The contractor is notified of the results.

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59	Project Description and Scope of Work B/OPERATING FACILITY DETAILS BY VENDOR LOCATIONS	29-32	What EMR (electronic medical records, or paper charts) is used?	<p>DHHS utilizes Avatar as well as paper charts.</p> <p>NDCS primarily uses paper charting, with some entry into the NDCS case management system (NiCAMS). Over the course of the contract period, there may be more electronic entry needs.</p> <p>NDVA uses "Net Solutions". This is in an EMR.</p>
60	Project Description and Scope of Work B/OPERATING FACILITY DETAILS BY VENDOR LOCATIONS	29-32	Will the provider shift include daily, hourly, overtime, weeknight call, weekend call or any combination thereof?	Yes, any combination described may be used.
61	Project Description and Scope of Work C/SCOPE OF WORK	32	Will the credentialing costs such as application fees, additional DEA's, and background or drug screenings be reimbursed?	<p>No.</p> <p>Please see the response to Question #58.</p>

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
62	Project Description and Scope of Work C/SCOPE OF WORK 5a-d	33	<p>What time keeping system does State of Nebraska currently utilize?</p> <p>Does the provider complete the same timesheet on a daily basis or is a new timesheet required daily?</p> <p>If required, is there a form for <i>(Redacted Company Name)</i> to complete regarding patients/inmates seen during a shift and/or a list of tasks completed during a shift?</p>	<p>DHHS uses paper timesheets to document a weekly schedule, which includes the building and number of hours per day.</p> <p>DHHS, NDCS and NDVA currently use Kronos for State employees.</p> <p>NDVA's Agency Staff don't use the State of Nebraska's timekeeping system. Each contractor uses a form based on their business model.</p> <p>DHHS: Refer to DHHS above response.</p> <p>NDCS: At this time the provider will complete the same timesheet weekly per their schedule.</p> <p>Yes, depending on the agency facility, a variety of forms may be required.</p>
63	Project Description and Scope of Work C/SCOPE OF WORK 7	33	<p>Will NDCS pay for the background security check?</p> <p>How far in advance of the assignment is the background security check conducted?</p> <p>Will the results be shared with vendor?</p>	<p>Please see the response to Question #58.</p> <p>Refer to answer above.</p> <p>Refer to answer above.</p>
64	Project Description and Scope of Work C/SCOPE OF WORK 9	33	<p><i>(Redacted Company Name)</i> are independent contractors, not employees of vendor. Can this wording be changed?</p>	<p>The State may, in its sole discretion, change wording as necessary and applicable in the context. The State may consider suggested changes, but the State reserves the right to reject any and all suggested changes.</p>
65	Project Description and Scope of Work C/SCOPE OF WORK 10	33	<p>Can the following alternate language be considered: "The agency shall conduct necessary verifications for temporary staff in order to obtain privileges at facility"?</p>	<p>No, the RFP remains as written.</p>



Question Number	RFP Section Reference	RFP Page Number	Question	State Response
66	Project Description and Scope of Work C/SCOPE OF WORK 11	33	Aren't documents required per job descriptions for locum tenens to be provided during credentialing?  How far in advance of "start of individual's assignment" does State of Nebraska want the documents?	Compliant documentation is required prior to or concurrent with the individual's start date and/or arrival on site.  Refer to answer above.
67	Project Description and Scope of Work D/BIDDER REQUIREMENTS	33	Vendor is not typically required to provide at least three (3) temporary staffing positions per City/Geographic location. Can this be adjusted based on the specialties vendor can provide?	Per glossary, "should" is defined as: Expected; suggested, but not necessarily mandatory.
68	Project Description and Scope of Work F/CLASSIFICATION/JOB DESCRIPTIONS	34-58	Are there any positions that have been particularly challenging?	Please see the response to Question #2.
69	Project Description and Scope of Work F/CLASSIFICATION/JOB DESCRIPTIONS	34-58	How many providers does State of Nebraska need?	Please see the response to Question #6.
70	Project Description and Scope of Work F/CLASSIFICATION/JOB DESCRIPTIONS	34-58	Will State of Nebraska allow multiple providers fill an ongoing coverage need?	Yes
71	Project Description and Scope of Work G/QUALIFIED PERSONNEL 5	58	Vendor does not train our <i>(Redacted Company Name)</i> providers. Can this language be changed?	The State may consider suggested changes, but the State reserves the right to reject any and all suggested changes. In all cases, the Contractor is responsible for ensuring providers are qualified and perform the obligations of the Contractor pursuant to the Contract.
72	Project Description and Scope of Work G/QUALIFIED PERSONNEL 6	58	Vendor does not provide photo identification badges to independent contractors. Can this requirement be waived as the provider should be carrying their state issued identification (driver's license)?  Is State of Nebraska processing the criminal record clearance? Will copy be provided to vendor?  All documentation should be part of credentialing process, is this not the case with State of Nebraska?	RFP requirements remain as written.  Please see the response to Question #58.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
73	Project Description and Scope of Work G/QUALIFIED PERSONNEL 8	59	<p>Vendor does not perform health screening as we are not a medical entity. Vendor uses an outside company for health screenings for providers. Will this be accepted?</p> <p>Is the cost of the required screenings reimbursable? Can language “within 90 days prior to employment with NDCS or seven days after employment with NDCS” be changed to “within 90 days prior to assignment with NDCS or seven days after assignment with NDCS” as locum tenens will not be employed by NDCS?</p>	<p>It is acceptable that an outside company provides the health screening.</p> <p>The cost of any screening necessary for eligibility will not be reimbursed.</p>
74	Project Description and Scope of Work G/QUALIFIED PERSONNEL 9	59	<p>Vendor does not have “health files” but we have health history records for providers. Will this be sufficient or can this be changed?</p>	<p>Health history records are acceptable.</p>
75	Project Description and Scope of Work G/QUALIFIED PERSONNEL 10	59	<p>Is Pre-Assignment Screening Information part of the credentialing process? This should be done prior to assignment start for State of Nebraska to determine if provider meets requirements.</p>	<p>Yes.</p>
76	Project Description and Scope of Work G/QUALIFIED PERSONNEL 11	59	<p>Does the prior approval for extended assignment designation apply to physicians and Nurse Practitioners, Physician Assistants who are able to work long-term assignments?</p> <p>Who provides the approval for long-term assignments?</p>	<p>Yes.</p> <p>NDCS Health Services Medical Director or designee.</p>
77	Project Description and Scope of Work G/QUALIFIED PERSONNEL 12	59	<p>Please clarify criteria for Qualified Staff.</p> <p>Please clarify “not performing in satisfactory manner” so vendor can better understand potential risks.</p>	<p>Not performing in an acceptable manner includes but is not limited to: no shows for shift; late notice for shift; insubordination; failure to follow facility security guidelines, failure to follow scope of their license/certificate and/or inadequate performance of medical care/job duties.</p>

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78	Project Description and Scope of Work H/ORIENTATION /TRAINING 1 DHHS TRAINING	60	Does this apply to all positions 30 days or less?  Will orientation be paid?  When is training scheduled?  How long does training last per location?	Yes, orientation and training applies to all positions regardless of the length of the position.  Yes, orientation is paid.  Training is scheduled prior to beginning the assignment.  The length of training varies and is dependent on location, position, and type of training.
79	Project Description and Scope of Work H/ORIENTATION /TRAINING NDCS TRAINING 2b	60	<i>(Redacted Company Name)</i> are independent contractors, not employees of vendor. Can language be changed?	The State may, in its sole discretion, change wording as necessary and applicable in the context. The State may consider suggested changes, but the State reserves the right to reject any and all suggested changes.
80	Project Description and Scope of Work H/ORIENTATION /TRAINING NDCS TRAINING 2d	60	How often does the assignment change from more than 30 days to less than 30 days?	Please refer to Questions #3 and #4.
81	Project Description and Scope of Work H/ORIENTATION /TRAINING NDCS TRAINING 2f	60	Documents should be provided prior to assignment start. Is this part of the credentialing process?	Yes.
82	Project Description and Scope of Work H/ORIENTATION/ TRAINING NDCS TRAINING 2h	61	Please clarify the difference between assigned Staff and employee. <i>(Redacted Company Name)</i> are independent contractors, not staff nor employee of vendor.	The RFP is written from the State's perspective so the personnel that fill the temporary medical staffing positions are not state employees; they are considered to be employees or staff of the contractor.  The State may, in its sole discretion, change wording as necessary and applicable in the context. The State may consider suggested changes, but the State reserves the right to reject any and all suggested changes.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
83	Project Description and Scope of Work I/SCHEDULING DHHS SCHEDULING	61	(Redacted Company Name) are independent contractors, not personnel of vendor.	No question provided.
84	Project Description and Scope of Work I/SCHEDULING NDCS SCHEDULING 2k	62	Vendor does not provide photo identification badges to independent contractors. Can this requirement be waived as the provider should be carrying their state issued identification (driver's license)?	Please see answer to Question #72.
85	Corporate Overview B/FINANCIAL STATEMENTS	72	Vendor cannot disclose pending or expected litigation as this is confidential information. Is this workable?	Refer to RFP Section VI.B., paragraph three.
86	Cost Proposal Requirements A/COST PROPOSAL	74	Please define "total fixed price".  Cost Proposal attachment advises "Bidder should provide an hourly rate for each position listed below".	The State is requiring a fixed rate for this RFP.
87	Cost Proposal Requirements A/COST PROPOSAL	74	If vendor does not provide specialty listed, does State of Nebraska prefer N/A in the rate sections or have them left blank?	Leaving the cell blank or writing N/A is an acceptable response for completing the Cost Proposal, if the bidder isn't providing a cost for the medical staff position.
88	Cost Proposal Requirements A/COST PROPOSAL	74	Please provide an estimate of the (Redacted Company Name) hours expected to be utilized in the first year of the proposed agreement.	Refer to RFP Section V.J. for historical usage.
89	Cost Proposal Requirements	74	What is the annual budget that is projected for the contract? How will it be divided per year?	Please see the answer to Question #8.
90	Cost Proposal Requirements	74	What was the total spend for (Redacted Company Name) services in 2018 and 2019?	Please see the answer to Question #8.
91	Cost Proposal	Pages 2-37	What are the average 2019 first year bill rates, for all disciplines?	Please see the answer to Question #2; rates are indicated in the contracts.
92	Cost Proposal	Pages 2-37	For the disciplines that bidders will not be offering medical staff services for, should the cost amount be left blank or should the bidder put \$0.00?	Please see the answer to Question #87.

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93	Cost Proposal	Pages 2-37	For the disciplines that bidders will be offering medical staff services for, are the bidders able to add an additional section to the sides of each discipline, to include overnight and weekend rates that would be different?  If not, is the cost proposal just wanting to include a flat bill rate and OT/Holiday bill rate only?	No, the Cost Proposal should not be modified by the bidder.  Yes, please refer to the Cost Proposal.
94	Award	Page 6 Letter T	Is the state of NE, DHHS, NDCS and DHVA planning on awarding to more than one vendor? If so, how many?	Please see the answer to Question #6.
95	Qualified Personnel- NDCS	Page 59 #8	It states that the temporary staff need to provide their current immunizations to include a seasonal flu vaccine. Is the flu vaccine mandated to have or is the employee able to provide a declination form?	Immunizations recommended but not mandated. The only thing mandated at this time is masks and following COVID mandates.
96	Other Documents to Upload to Sharefile	Page 3 #2	Specifies the "Technical," "Cost Proposal," and "Other Proprietary Information" are to be uploaded separately. What all does the "Technical" consist of?	Refer to I.N. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS
97	Form A and Form B	Pages 75 and 76	Where shall the bidder include completed forms A and B?	Include Form A and Form B with the completed RFP proposal submitted.
98	Exhibit One	Pages 1 and 2	Do bidders need to include the Exhibit One attachment. If so, where?	Exhibit One doesn't need to be included in the response. Exhibit One is incorporated into the contract per the RFP.
99	Evaluation of Proposals	Page 5	States " <b>Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone.</b> "  Will the proposal include some preference to women owned small businesses as well?	No.
100			What EMR platform does the State utilize?	Please see the answer to Question #59.
101			Is orientation/training billable?	Please see the answer to Question #78.

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102			Are assignments typically full time contracts, as needed per diem, or both?  If full time contracts, typically how long are the contracts? (6 weeks, 3 months, etc)	Please see the answer to Question #4.  See above.
103			If a clinician converts to permanent staff, what are the fees?	It is not the intent of this RFP to fill permanent positions. In the unlikely event that a permanent position is filled with one of Contractor's employees or contractors, no fees shall be due to Contractor.
104	Section E Payment	27	what are the payment terms? (30 days, 45 days, etc)	Refer to RFP Section IV.E. PAYMENT (Statutory)
105	Section G	27	will a Purchase Order be issued?	Not enough information was provided to answer this question.
106	General Question	General Question	Why is this contract out for bid? Is it required to be put out for bid?	Please see the answer to Question #37.
107	General Question	General Question	Who are your current incumbent vendors for these services?	Please see the answer to Question #2.
108	General Question	General Question	Will you be awarding multiple vendors?	Please see the answer to Question #6.
109	General Question	General Question	Are you satisfied with your current vendors?	Please see the answer to Question #39.
110	General Question	General Question	Are all your needs being met?	Please see the answer to Question #39.
111	General Question	General Question	What are your current hourly bill rates by classification?	Please see the answer to Question #2.
112	General Question	General Question	Are we able to take exceptions and propose language to any of the terms and/or requirements?	Please see the answer to Question #31.
113			For positions that have no forecasted usage is it required to submit rates for these jobs?	Please see the answer to Question #87.  Failure to provide a rate for the medical positions per city/geographic locations listed on the Cost Proposal will eliminate the possibility for award of that position.
114			Are the criteria that will be used to award the contract weighted by importance? If so, can you list them by priority?	The Evaluation Criteria is now posted to the RFP webpage.

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115			For each position can we bid for select locations, or are we required to cover all the locations to be considered a viable vendor?	Please see the answer to Question #113.  Bidders may submit a bid for any or all locations.
116			Is it a requirement to submit all four years billing in our bid?	Yes.
117			Is it a requirement to submit bill rates for Optional extensions 1, 2 and 3?	Yes.
118			How will the contract be administered if unforeseen market forces drastically change the workforce in years 2, 3 or 4?  a. Hyper Inflation puts pressure on wages  b. Reduction in workforce reduces supply again putting pressure on wages  c. Unforeseen exits of professionals due to Covid causing a workforce reduction.	Addendums/Amendments may be processed for the contract to reflect changes made with Scope.  Refer to RFP Section III.F. PRICES
119			Is there an area in the RFP to address adjustments of proposed future rates due to unforeseen changes in the workforce (i.e. Inflation, workforce reductions, industry regulation, etc.?)	Please see the answer to Question #118.
120			Is this bid a re-compete of an ongoing contract? If yes, then please share the details of the incumbents.	Please see the answer to Question #2.
121			How many temporary resources are currently engaged in the current contract? Please also provide the bifurcation of the resources supplied by each incumbent.	Please see the answer to Question #2.
122			When was the existing contract got started, and what is the annual monetary spent value of the current contract since inception?	Please see the answer to Question #2.
123			Is there any defined Not-To-Exceed (NTE) budget of this bid for the base term?	Please see the answer to Question #8.
124			How many vendors does the state intend to award?	Please see the answer to Question #6.
125			Is this bid open to locum tenens agencies?	Yes.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
126			Do you intend to make multiple awards?	Please see the answer to Question #6.
127			Since the duties of the Contractor and the Provider are separate and distinct, especially as Contractor does not itself provide medical services, it is important that Providers not be incorporated into the definition of Contractor—can this be amended in a potential contract?	The State may, in its sole discretion, change wording as necessary and applicable in the context. The State may consider suggested changes, but the State reserves the right to reject any and all suggested changes. No changes will be made that alter the essential requirements of the RFP.
128			Our locums staffing services contracts are “best efforts” and it is company policy not to enter into any contracts in which the vendor is subject to damages for failure to deliver the service. Could this be amended in a potential contract?	A bidder’s response should clearly identify any terms of the RFP to which it takes exception and provide alternative language.  The State may, in its sole discretion, change wording as necessary and applicable in the context. The State may consider suggested changes, but the State reserves the right to reject any and all suggested changes.
129			Can language changes be made? (indemnification, insurance, venue, etc)?	Please see the answer to Question #128.
130			Will awardees be allowed an opportunity to negotiate the terms of the contract prior to signing?	Please see the answer to Question #31.
131			If awarded, should there be contract terms we are unable to accept, is there a penalty for not signing a contract? Example: monetary damages.	Please see the answer to Question #28.
132			By submitting a response, are we automatically agreeing to a contract and its terms? Or if there are terms & conditions we cannot agree to; can we decline the contract if awarded?	Please see the answers to Questions #31.
133			As a locum tenens agency, our providers are considered independent contractors and not employees, can this wording be amended?	The State may, in its sole discretion, change wording as necessary and applicable in the context. The State may consider suggested changes, but the State reserves the right to reject any and all suggested changes.



Question Number	RFP Section Reference	RFP Page Number	Question	State Response
134			Can vendors bid on one or part of the requirements. Or do we have to bid on all of the requirements/specialties?	Please see the answer to Question #113.
135			What sub-specialties are you seeking? For physicians would it be internal medicine/general medicine/family practice/etc?  Would you also consider Psych NP/AP?	NDCS would consider general medicine/family practice  DHHS would consider Psych NP/AP as allowed under Nebraska licensure statutes or regulations.
136			What was last year's spend for these services for this contract?	Please see the answer to Question #2.
137			What are the current challenges/obstacles in meeting its staffing and recruitment goals for these positions? If a contract for the proposed services is in place, what areas of improvement over the existing contract would you like to see?	Please see the answer to Question #2.
138			Are there penalties incurred if unable to fill any of the openings?	Not enough information was provided to answer this question.
139			Is there an incumbent and current contract for this service? If so, can you please provide the vendor name and current contract rate?	Please see the answers to Questions #2.
140			What is the estimated time frame of notice before a need becomes available?	This is a variable dependent on the facility and circumstances.
141			Will you allow multiple physicians to fill the need or are you requiring that one physician fulfill the need?	Please see the answer to Question #70.  Multiple physicians are acceptable as long as continuity of care is maintained.
142			What is the expected process and timeline for notifying vendor of needs, reviewing candidates, scheduling providers, etc.?	Please see the answer to Question #140.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
143			<p>Is your patient population 100% adult patients or do you also treat children and adolescents?</p> <p>Can we include pricing for child/adolescent?</p>	<p>No.</p> <p>DHHS: Youth are at the LRC Whitehall Campus, HRC, YRTC-K, YRTC-G, and YRTC-L.</p> <p>NDCS: Patient population is comprised of a range of adult males and females, as well as youthful male offenders adjudicated as adults who range in age from early adolescence to age 21 years, 10 months.</p> <p>No, bidders must provide a price per position per city/geographic location as specified in the Cost Proposal.</p>
144			<p>May we add a locums to perm conversion fee to our pricing?</p>	<p>Bidders may include in their response any terms with regard to the conversion of locums to permanent DHHS employment, and their response will be judged accordingly.</p> <p>This would need to be shown as a separate charge and NOT included in the hourly rate.</p>
145			<p>Will price adjustments be allowed for the renewal years? Can we submit a rate increase with each option year?</p>	<p>Refer to RFP Section III.F. PRICES.</p>
146			<p>Do you want an all-inclusive rate?</p>	<p>Rates shall be inclusive of all expenses, including travel and personnel costs, per the Cost Proposal.</p>
147			<p>Locum tenens physicians are Independent Contractors and as such are not employees. Therefore, Worker's Compensation insurance would not be applicable. Will you waive these requirements for physicians?</p>	<p>Please see the answer to Question #54.</p>
148			<p>Will you consider \$1M per occurrence/\$3M aggregate insurance limits?</p>	<p>Please see the answer to Question #47.</p>
149			<p>What is the expected time for the completion of credentialing for an accepted candidate?</p>	<p>Typically this takes five (5) business days or less (including security background checks).</p>

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
150			Are background screenings required? Will the facility be handling this requirement or are you expecting the vendor to complete?	DHHS and NDVA will not pay for background checks. See Section V.C.7.  NDCS will work with the contractor to obtain background screenings/security checks.
151			Are telehealth providers utilized currently?  If not is using them an option?	This question is out of scope for this RFP.  No.
152			Is Telehealth an option for coverage? If so, do you have your own platform/service provider?	Please see the answer to Question #151.
153			Do we need to include financial statements with our proposal submission? Will the previous year suffice? Do they need to be audited?	Refer to RFP Section VI.B.
154			We do not typically supply associate resumes. Would bios suffice?	Please see the answer to Question #26.
155			Would the state consider adjusting their 2 hour time frame for notice of assignment or cancellation?	The RFP requirements remain as written.
156			Will PPE be provided?	Yes
157	I-C	2	The effective date for the contract is listed as October 1 <sup>st</sup> . Does this mean that we will be notified of needs on October 1 <sup>st</sup> or is this the date you want providers to start working?	October 1, 2020 is the tentative contract start date.
158	VII	74	Are we able to submit hourly rate ranges, as hourly rates typically vary based on work setting and provider requirements?	No. A fixed rate is required for each position. Refer to Cost Proposal.
159	J	63-70	Are you planning to implement telemedicine under this state contract?	Please see the answer to Question #45.
160	3-A	30	Is the Nebraska Department of Veteran Affairs federally funded or state funded?	Both.
161	VII	74	Are you mandated to take the lowest cost proposal?	No.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
162	I.A	1	Does the State intend to award these services to one (1) vendor or multiple vendors?  Also, will all vendors awarded be eligible to staff each Department listed within this RFP, or does the State intend to award different intents per Department?	Please see the answer to Question #6.  If a bidder submits a proposal for a geographical location where all three agencies have a facility, all three State agencies will have the ability to request services from the Contractor(s).
163	I.P	5	In the RFP it mentioned that scoring/weights would be released with the RFP, however, this wasn't found in the evaluation section. Can the State provide the values that will be used to evaluate the proposals based on this section of the RFP?	Please see the answer to Question #114.
164	II.	8	May we submit exceptions to the contract terms & conditions with our proposal as detailed within a separate, specific section of the response?	Please see the answer to Question #31.
165	II. F	19	Will the State present fixed pricing for each position within this RFP for each awarded vendor based on what was submitted, or will each awarded vendor have their own pricing?	Please refer to the Cost Proposal.
166	II. M	11	Would the State agree to mutual indemnification?	Please see the response to Question #47.
167	II. T	25	With regards to the Drug Free workplace, are all contractors placed within the States facilities required to have a drug screen prior to working an assignment?	Yes.
168	V. C	32	How will each requesting State agency request help from the awarded vendor(s) and how will that process work?	Refer to RFP Section V.I.1-2.
169	I.U.	7	Will the State expand on the opportunity for alternative/equivalent proposals?	The bidder should provide a response that best meets the requirements in the RFP.
170	I.U.	7	Would the State consider a vendor neutral workforce solution as a viable option to manage temp labor between departments?	This question is out of scope for this RFP.
171	I.U.	7	Would the State seek solutions around vendors managing specific skill sets that the State requests?	This question is out of scope for this RFP.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
172	I.U.	7	Would the State consider implementing vendor-paid technology to help streamline processes and efficiencies?	This question is out of scope for this RFP.
173	I.O.	12	Do liquidated damages only apply to DHHS and NDCS?	Yes
174	I.O.	12	Will the State enforce liquidated damages across all departments?	Please see the answer to Question #173.
175	I.O.	12	Can the State provide other measures to evaluate vendor performance?	No.
176	V.A	29	Approximately what percentage of the workforce within these selected departments will contractors be utilized?	Percentage is unknown.
177	V.A	29	What goals does the State have surrounding increased reduction of these percentages?	This question is out of scope for this RFP.
178	Resident Bidder	7	Do you need to have an office in the state of Nebraska in order to be eligible to provide services?	Please refer to RFP Section I.E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)
179	Qualified Personnel	58	Are MMR, Varicella lab results required?  What is sufficient for MMRV?	Not required.  Not required.
180	NDCS Training	60	Can required Fire Safety/Infection Control/Blood Born Pathogens/SDS programs be completed online?	Not at this time.
181	Scheduling	62	Will a "do not send" list be provided to all contractors?	NDCS: We will not provide the list to all contractors, but may advise upon request or a case-by-case basis.
182	Scheduling, I	62	Who determines the nurse or other staff is not qualified?	Within NDCS facilities, NDCS Health Services Medical Director or designee.
183	General	n/a	Is there an incumbent and current contract for this service?  If so, can you please provide the vendor name and current contract rates?	Please see the answers to Questions #2.  See answer above.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
184	General	n/a	<p>Who are the incumbent vendors?</p> <p>How long has the incumbent had the contract?</p> <p>Has the incumbent been able to successfully staff all the positions at the listed facilities?</p> <p>How many incumbent medical staffing vendors are currently staffing NDCS/NDVA/NDHHS?</p> <p>Can you provide current vendors pricing for the specialties listed in the Temporary Medical Staffing Services Agreement?</p>	<p>Please see the answers to Questions #2.</p> <p>See answer above.</p> <p>This question is out of scope for this RFP.</p> <p>See answer above.</p> <p>See answer above.</p>
185	General	n/a	What was the total spend for Temporary Medical Staffing Services for NDCS/NDVA/NDHHS during the previous awarded contract?	Please see the answers to Questions #2.
186	General	n/a	If we are not able to provide staffing for all specialties and locations listed on the bid will we be disqualified?	No.
187	General	n/a	What is the average length of assignment?	Please see the answer to Question #4.
188	General	n/a	How many vendors do you intent to award?	Please see the answers to Questions #6.
189	General	n/a	What is the annual spend for this contract?	Please see the answers to Questions #2.

This addendum will become part of the Request for Proposal and should be acknowledged with the Request for Proposal response.

## ADDENDUM FIVE REVISED SCHEDULE OF EVENTS

Date: August 17, 2020

To: All Bidders

From: Dianna Gilliland/Connie Heinrichs, Buyers  
AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Request for Proposal 6322 Z1 to be opened **September 2, 2020** at 2:00 p.m.  
Central Time

### Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

ACTIVITY	DATE/TIME
3. State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	<del>August 4, 2020</del> <del>August 7, 2020</del> TBD <b>August 17, 2020</b>
4. Electronic Proposal Opening Electronic proposals are only being accepted due to the challenges of COVID-19.  Upload electronic submissions via ShareFile.  IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES WITH ENOUGH AMOUNT OF TIME IN CASE OF USER ISSUE OR SOFTWARE ISSUE.	<del>August 20, 2020</del> TBD  <b>September 2, 2020</b> 2:00 PM Central Time
5. Review for conformance to Request for Proposal requirements	<del>August 20-21, 2020</del> TBD <b>September 2-3, 2020</b>
6. Evaluation period	<del>August 24, 2020 – September 8, 2020</del> TBD <b>September 4, 2020 - September 18, 2020</b>
7. Presentations and/or Demonstrations (if required)	To Be Determined
8. Post "Notification of Intent to Award" to: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	<del>September 11, 2020</del> TBD <b>September 23, 2020</b>
9. Contract finalization period	<del>September 11, 2020 – September 29, 2020</del> TBD <b>September 23, 2020 – October 9, 2020</b>
10. Contract award	<del>September 29, 2020</del> TBD <b>October 14, 2020</b>
11. Contractor start date	<del>October 1, 2020</del> TBD <b>October 15, 2020</b>

This Addendum will become part of the proposal and should be acknowledged with the Request for Proposal.

**II. TERMS AND CONDITIONS**

**Bidders should complete Sections II through VII as part of their proposal.** Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the Request for Proposal, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this Request for Proposal. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder’s commercial contracts and/or documents for this Request for Proposal.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder’s proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State’s clause shall control.

**A. GENERAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

1. The contract resulting from this Request for Proposal shall incorporate the following documents:
  - a. Request for Proposal and Addenda;
  - b. Amendments to the Request for Proposal;
  - c. Questions and Answers;
  - d. Bidder’s proposal (Request for Proposal and properly submitted documents);
  - e. The executed Contract and Addendum One to Contract, if applicable; and,
  - f. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

2. Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document:
  - a. Amendment to the executed Contract with the most recent dated amendment having the highest priority,
  - b. Addendum One to the executed Contract,
  - c. The executed Contract and any additional attached Addenda;
  - d. Amendments to Request for Proposal and any Questions and Answers,
  - e. The original Request for Proposal document and any Addenda, and
  - f. The Contractor’s submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.



**B. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

**C. BUYER'S REPRESENTATIVE**

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

**D. GOVERNING LAW (Statutory)**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

**E. BEGINNING OF WORK**

The contractor shall not commence any billable work until a valid contract has been fully executed by the State and the successful bidder. The awarded bidder will be notified in writing when work may begin.

**F. AMENDMENT**

This Contract may be amended in writing, within scope, upon the agreement of both parties.

**G. CHANGE ORDERS OR SUBSTITUTIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the Request for Proposal. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

**\*\*\*Contractor will not substitute any item that has been awarded without prior written approval of SPB\*\*\***

**H. VENDOR PERFORMANCE REPORT(S)**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or Request for Proposal specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

**I. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**J. BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

**K. NON-WAIVER OF BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

**L. SEVERABILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

**M. INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

**1. GENERAL**

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or

omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. PERSONNEL**

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker’s compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor’s and their employees, provided by the Contractor.

**3. SELF-INSURANCE**

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

**4. ATTORNEY GENERAL**

The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

**N. ATTORNEY’S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney’s fees and costs, if the other Party prevails.

**O. LIQUIDATED DAMAGES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

Failure for any temporary professional staff to appear for a scheduled shift without the Contractor providing a proper notice according to Section V.I.1-2., prior to the start of their shift shall result in the agency assessing liquidated damages to the Contractor in the amount of the full extended cost of the temporary professional staff’s shift. Contractor will be notified in writing when liquidated damages are imposed.

**P. ASSIGNMENT, SALE, OR MERGER**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

**Q. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

**R. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

**S. CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**T. PERSONAL HEALTH INFORMATION (PHI)**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

Contractor agrees to:

1. To use and disclose PHI only as permitted or required by this Contract or as required by law.
2. Use reasonable safeguards to prevent use or disclosure of PHI not otherwise provided for by this Contract.
3. Immediately report to agency any unauthorized use or disclosure of PHI not otherwise provided for by this Agreement once Contractor becomes aware of such unauthorized use or disclosure, including any remedial action taken or proposed to be taken by Contractor with respect to such unauthorized use or disclosure. Contractor shall cooperate with NDCS to mitigate any harmful effects of such unauthorized use or disclosure.
4. To require any subcontractors and agents, to whom Contractor provides PHI obtained under this Agreement, to agree in writing to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Contractor. Such agreement shall include a provision requiring the subcontractor and/or agent to notify Contractor of any instances of unauthorized use or disclosure of PHI provided by Contractor/Provider.
5. To disclose to Contractor's subcontractors, agents or other third parties only the minimum necessary PHI necessary to perform or fulfill their obligations under this Contract.
6. Comply with patient rights conferred by HIPAA, to include, allowing patient's access to their own PHI, making PHI available for amendment and incorporating any amendments to the PHI in accordance with HIPAA and accounting for disclosures of PHI as required under HIPAA.
7. Make Contractor's internal practices, books and records relating to the use and disclosure of PHI received from or created or received by Contractor on behalf of NDCS available to the Secretary of the Department of Health and Human Services (HHS) for purposes of determining Contractor's compliance with HIPAA. Contractor shall immediately notify NDCS upon receipt by Contractor of any such request, and shall provide NDCS with copies of any such materials.
8. At termination of this Contract, return to NDCS or destroy all PHI received from or created or received by Contractor on behalf of NDCS which Contractor or its subcontractor/agent still maintains in any form and retain no copies of such PHI. If Contractor is unable to return or destroy such PHI, the terms of this section shall apply to such PHI for as long as Contractor or subcontractor/agent has possession or access to PHI.

9. Notwithstanding any other provision of this Contract and in addition to any other remedies NDCS may have, NDCS may immediately terminate this Contract without penalty if it determines, in its sole discretion that Contractor or its subcontractors or agents have violated a material term of this section. The parties agree to amend this Contract as necessary to comply with HIPAA and any regulations that may be promulgated thereunder. The parties further agree to execute such other agreements as may be required by law. The parties' obligations and rights under this section shall survive termination of this Contract.

**U. OFFICE OF PUBLIC COUNSEL (Statutory) (DHHS USE ONLY)**

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

**V. LONG-TERM CARE OMBUDSMAN (Statutory) (DHHS & NDVA USE )**

Contractor must comply with the Long-Term Care Ombudsman Act, per Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

**W. EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**X. CONTRACT CLOSEOUT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.



**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
2. The completed United States Attestation Form should be submitted with the Request for Proposal response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)**

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Request for Proposal.

**D. COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

**E. DISCOUNTS**

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

**F. PRICES**

Prices quoted shall be net, including transportation, travel and delivery charges fully prepaid by the contractor, F.O.B. destination named in the Request for Proposal. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the Initial Term Year 1 (first year) of the contract. Any yearly request for a price increase for the wages for any staffing position subsequent to the first year of the contract shall not exceed the annual percentage of change of the Producer Price Index of the preceding 12-month period- # PCU561380561380104, Temporary help services, medical, not seasonally adjusted, unless documentation is provided to substantiate a greater amount. Increases will be cumulative across the remaining periods of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of ninety (90) days prior to the end of the year preceding the year for which the price increase is sought. Documentation may be required by the State to support the price increase. Acceptable documentation includes but is not limited to wage information in Nebraska from the Bureau of Labor Statistics and/or Producer Price Index (PPI) Industry data for staffing services (except PEOs) – Temporary help services, medical, not seasonally adjusted - # PCU561380561380104.

Price increase requests must also include the wage paid directly to the temporary staff provided by the Contractor and administrative fees of the Contractor. Any price increase shall be at the sole discretion of the State.

**State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.**

**The State will be given full proportionate benefit of any decreases for the term of the contract.**

**G. COST CLARIFICATION**

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

**H. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

**I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

**J. INSURANCE REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

**1. WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter. The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well

as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

**3. EVIDENCE OF COVERAGE**

The Contractor shall furnish the State Purchasing Buyer, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

State Purchasing Bureau  
RFP#: 6322 Z1  
Attn: Dianna Gilliland  
1526 K Street, Suite 130  
Lincoln, NE 68508  
[Dianna.gilliland@nebraska.gov](mailto:Dianna.gilliland@nebraska.gov)

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**4. DEVIATIONS**

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

**K. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**L. ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**M. CONFLICT OF INTEREST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State

will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

**N. STATE PROPERTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected. For any temporary professional staff provided by Contractor that does not return their facility keys, access badges, or other state property upon vacating or completing their assignment, the agency will deduct the amount of the unreturned keys, access badges, or other state property from the Contractor's subsequent payment. The agency will notify the Contractor of the amount that will be deducted from the subsequent payment which will be based on the actual cost to replace the item(s).

**O. SITE RULES AND REGULATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

Contractor's personnel must comply with all agency and facility location requirements or policies, including personnel carrying proper identification upon their person. All personnel shall comply with agency rules and regulations and policies related to security.

Contraband shall not be introduced into any state facility; such items include, but are not limited to firearms, ammunition, drugs, tobacco, alcohol, etc. All personnel may be subject to search upon entering and exiting facility grounds.

**P. NDCS SECURITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

1. Contractor's personnel shall be subject to Nebraska Department of Correctional Services' (NDCS) background security checks prior to their arrival on site, and will carry proper identification with them at all times while on facility grounds.
2. Contractor shall make its employees aware of the provisions of Neb. Rev. Stat. § 28-322.01, which state that a person commits the offense of sexual abuse of an inmate or parolee if such person subjects an

inmate or parolee to sexual penetration or sexual contact, because an inmate or parolee is not legally capable of giving consent to any such relationship. Neb. Rev. Stat. § 28-322 states that individuals “working under contract with the department” are included in the list of persons prohibited from having sexual relations with one or more of NDCS’ inmates. Contractor will promptly notify NDCS if allegations of sexual abuse or contact become known.

3. Contractor shall make his/her employees aware of the Nebraska Department of Correctional Services, Policy 112.31 (Code of Ethics and Conduct). Contractor may be required to sign and return documentation showing receipt of NDCS Policy 112.31 (Code of Ethics and Conduct).
4. Contractor shall inform his/her personnel of the Nebraska Department of Correctional Services Tobacco Policy, which states that tobacco and tobacco-related products are contraband and must not be carried into any NDCS-owned or controlled property. Such products must remain in Contractor’s locked vehicle while on NDCS-owned or controlled property.
5. The Contractor and his/her personnel may be subject to pat searches and tool inventory upon arrival and departure from NDCS facilities.
6. Wireless devices and/or cellular phones are prohibited at NDCS facilities unless prior approval is given. If wireless devices are necessary for use on site at NDCS, Contractor will seek prior approval to carry such devices by requesting the Cellular Device Institutional Use Report form. All persons are prohibited from providing a cellphone/electronic communication device to an inmate of any facility, per PD 104.06.

**Q. ADVERTISING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

**R. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)**

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor’s performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

**S. DISASTER RECOVERY/BACK UP PLAN**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.



**T. DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**U. WARRANTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

**IV. PAYMENT**

**A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)**

Neb. Rev. Stat. §§81-2403 states, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

**B. TAXES (Statutory)**

The State is not required to pay taxes and assumes no such liability as a result of this Request for Proposal. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor’s equipment which may be installed in a state-owned facility is the responsibility of the Contractor

**C. INVOICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment.

1. Invoices shall include at a minimum:
  - a. Staff’s name;
  - b. Position (provide a list of the abbreviations used);
  - c. Hourly rate;
  - d. Pay Code (i.e. Regular, OT or Holiday, etc.);
  - e. Date(s) services were provided (billing week shall be Monday through Sunday);
  - f. Number of hours worked, per date(s) of service, during invoice period;
  - g. Facility where services were provided;
  - h. Total invoice amount.

The work week shall be defined as Monday through Friday. The weekend, for the State’s purposes is Saturday and Sunday.

Holidays are midnight to midnight; only if scheduled’ Holiday pay is not a given for temporary staff.

The terms and conditions included in the Contractor’s invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

2. Invoices shall be sent to:
  - a. Nebraska Department of Health and Human Services  
Addresses provided on Attachment One to the attention of the Business Office.
  - b. Nebraska Department of Correctional Services  
Accounts Payable  
P.O. Box 94661  
Lincoln, NE 68509-4661  
  
Or via e-mail to: [DCS.AccountsPayable@nebraska.gov](mailto:DCS.AccountsPayable@nebraska.gov)  
Accounts Payable Contract: 402-479-5715
  - c. Nebraska Department of Veterans’ Affairs  
Accounting email addresses provided on Attachment One for each location.

**D. INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

**E. PAYMENT (Statutory)**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)**

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (First Paragraph is Statutory)**

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RB			

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

## VI. CORPORATE OVERVIEW

This section documents the requirements that should be met by bidders in preparing the Corporate Overview.

### A. BIDDER IDENTIFICATION AND INFORMATION

The contractor should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the contractor is incorporated or otherwise organized to do business, year in which the contractor first organized to do business and whether the name and form of organization has changed since first organized.

*Response:*

ANNASHAE CORPORATION  
673 Alpha Drive, Suite C  
Highland Heights, OH 44143

Incorporation: State of Ohio

Year of Organization: 12/24/1980

### B. FINANCIAL STATEMENTS

The contractor should provide financial statements applicable to the firm. If publicly held, the contractor should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the contractor's financial or banking organization.

If the contractor is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The contractor must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

*Response:*

Due to the confidential nature of financial statements, Annashae will provide financial statement under separate cover directly to the CO upon executed NDA.

Annashae has the financial strength and solvency to provide ongoing sustainable service to the State, with financial resources from \$500,000 to \$1M liquidity as working capital, with an operating line of credit from Fifth Third Bank.

### C. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the contractor should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded contractor(s) will require notification to the State.

*Response:*

No change of ownership is anticipated during the twelve (12) months following proposal due date.

### D. OFFICE LOCATION

The contractor's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

*Response:*

All performance will be performed from our headquarters in Highland Heights, Ohio.

### E. RELATIONSHIP WITH THE STATE

The contractor should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the contractor's proposal response has contracted with the State, the contractor should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

*Response:*

We have not had any dealings with the State over the previous five (5) years.

**F. BIDDER'S EMPLOYEE RELATIONS TO THE STATE**

If any Party named in the contractor's proposal response is or was an employee of the State within the past twenty- four (24) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the contractor or is a Subcontractor to the contractor, as of the due date for proposal submission, identify all such persons by name, position held with the contractor, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the contractor may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

*Response:*

No such relationship exists.

**G. CONTRACT PERFORMANCE**

If the bidder or any proposed Subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the contractor's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the contractor or litigated and such litigation determined the contractor to be in default.

It is mandatory that the contractor submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the contractor's position on the matter. The State will evaluate the facts and will score the contractor's proposal. accordingly. If no such termination for default has been experienced by the contractor in the past five (5) years, so declare.

If at any time during the past five (5) years, the contractor has had a contract terminated for convenience, non- performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

*Response:*

We have not incurred terminated contract as such.

**H. SUMMARY OF CONTRACTOR'S CORPORATE EXPERIENCE**

The contractor should provide a summary matrix listing the contractor's previous projects similar to this Request for Proposal in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the contractor during its evaluation of the proposal.

The contractor should address the following:

1. Provide narrative descriptions to highlight the similarities between the contractor's experience and this Request for Proposal. These descriptions should include:
  - a. The time period of the project;
  - b. The scheduled and actual completion dates;
  - c. The Contractor's responsibilities;
  - d. For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
  - e. Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a contractor performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
2. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.
3. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify

what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

*Response:*

We have provided references and past performance details in the Technical portion of our response.

**I. SUMMARY OF CONTRACTOR'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**

The contractor should present a detailed description of its proposed approach to the management of the project.

The contractor should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The contractor should provide resumes for all personnel proposed by the contractor to work on the project. The State will consider the resumes as a key indicator of the contractor's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

*Response:*

We have provided management approach in the Technical portion of our response.

Annashae Corporate Structure is defined below. Healthcare practitioner resumes and CVs will be provided after award.

**Contract Administrator:** *representative designated to serve as its primary point of contact for pre-award activities relating to the solicitation as well as such post-award activities as are set forth in the Contract.*

**Leronza Campbell III, DOO – 100%**

**Contracting Officer:** *An employee with authority duly delegated from the powers of the Chief Procurement Officer to legally bind a Contractual instrument. Primary point of contact for pre-award administration, modifications above the limits of the Contracting Officer's Representative, and final settlement.*

**Dr. Robert Bellamy, CEO – 100%**

**Contracting Officer Representative:** *Post-award responsibility for execution of the Contract.*

**Leronza Campbell III, DOO – 100%**

**J. SUBCONTRACTORS**

If the contractor intends to Subcontract any part of its performance hereunder, the contractor should provide:

- Name, address, and telephone number of the Subcontractor(s);
- Specific tasks for each Subcontractor(s);
- Percentage of performance hours intended for each Subcontract; and
- Total percentage of Subcontractor(s) performance hours.

*Response:*

Annashae will not use subcontractors.